

### COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:		Date of Request:	
Requesting Department:		Department Contact Name:	
High Org:	Low Org:	Approval Signature of Department Head:	
DESCRIPTION			
Please provide a detailed	description of the request:		
How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?			
Desired Timeline:		Anticipated Funding Source (select all that apply):	
Begin Date:		Requestor's Operating Budget	
End Date:		Capital Budget	
Duration:		Other (i.e. grants, donations, etc.; please describe):	
Request Involves:			
Parks Property	BHD Property		



# COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY		
CFPSC Project Tracking #:		
TYPE OF REQUEST (Refer to paragraph	4.3 of the CFPSC charter for more def	tails)
1. Property Management	2. Move Management	3. Property Improvements
4. New Footprint	5. Contractural Obligations	6. Centralized Facilities Management Process Improvement
CFPSC Review Comments:		
		FOR EASEMENTS ONLY Reviewed & Recommended for Approval:
		DAS — FM, AE&ES (Legal Description)
		Director, DAS
		Corporation Counsel
		Note: 1. Easements affecting lands zoned "Parks" require County Board approval. 2. Forward a copy of the recorded easement to AE&ES.
CFPSC RECOMMENDATION  The County Facilities Planning Steering Committee reviewed this proposal on authorized signature below, the County Facilities Planning Steering Committee [does not / recommend] approval of this proposal.		
Chair or Vice-Chair:	]	Date:
County Facilities Planning Steering Commit	tee	

## DISTRIBUTION EASEMENT UNDERGROUND ELECTRIC

#### **Document Number**

WR Numbers: 4219114, 4351201, and 4359403

IO Number: 76371

For good and other valuable consideration which MILWAUKEE COUNTY, a municipal body corporate (Owner/Lessor) and THE MEDICAL COLLEGE OF WISCONSIN, INC. (Lessee), together hereinafter referred to as "Grantor", acknowledges receipt of, 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, varying in width, being a part of Grantor's land located in the Northwest ¼ of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, 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: WISCONSIN ELECTRIC POWER COMPANY PROPERTY RIGHTS & INFORMATION GROUP 231 W. MICHIGAN STREET, ROOM A440 PO BOX 2046 MILWAUKEE, WI 53201-2046

381-9999-18 and 381-9999-22 (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, manholes, electric pad-mounted vacuum fault interrupters, 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, for the transmission and distribution of electric energy, signals; 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. Buildings or Other Structures: Grantor agrees that no structures requiring below-grade footings will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of the Wisconsin State electric and gas codes or any amendments to it. Structures with below-grade footings may be placed within the easement area only with Grantee's consent, which consent will not be unreasonably delayed or withheld.
- 3. **Elevation:** Grantor agrees that the elevation of the existing ground surface within the easement area will not be permanently 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.

#### 4. Construction; Access:

(a) Grantee shall provide written notice to the Milwaukee County Grounds Facilities Management Division (DAS-FM) of the Owner/Lessor and Lessee prior to the commencement of work within the easement area by Grantee. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by Grantor within 14 days from receipt of the plans and prior to commencing any construction activities. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, Grantee shall give notice to Grantor, of such emergency.

- (b) No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of DAS-FM and Lessee, and, if applicable the review and approval of a construction and restoration plan by DAS-FM and Lessee.
- (c) Grantee shall secure and pay for all permits required by any governing body or agency before any substantial construction, repair or maintenance work commences; and any modifications, developments, or improvements to the facilities shall be subject to the written approval of DAS-FM and Lessee, and any other required governmental approvals.
- (d) All Grantee construction, operation and repairs of the facilities installed within the easement area shall be completed at no expense to Milwaukee County.
- (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, the leasehold interest, nor against the Grantee's interest in the Property.
- (f) Grantee shall be responsible for maintaining the facilities installed within the easement area at no expense to the Grantor.
- (g) It is further understood and agreed that the Grantor or its representatives shall have the right to enter upon the easement area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement and for the purpose of performing work related to any public improvement in, upon or along said easement area as the Grantor may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto, including reasonable access to them, installed by the Grantee.
- 5. Restoration: Grantee agrees to restore or cause to have restored the Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. 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. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Relocation of facilities: In the event that Grantor requires the relocation of Grantee's facilities, the Grantee will relocate such facilities, providing that Grantor provides a reasonably suitable alternate location for such facilities, together with all necessary easement rights to the Grantee for the facilities at their new location. The costs of such facilities relocation shall be paid by Grantor.
- **8. Removal of facilities:** In the event that the Grantee's facilities are no longer required to provide electric service, Grantee shall abandon or remove said facilities and restore the easement area at its expense and the easement rights herein granted shall terminate.
- 9. Grantor Review: Grantor, utilizing available data, has reviewed the Grantee's construction plans, but in no way can the Grantor assure complete accuracy. The Grantee shall comply with all state and local laws regarding location and protection of existing utilities. The Grantee shall contact Diggers Hotline, DAS-FM, Milwaukee Regional Medical Center Thermal Service, Inc, and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the easement area boundaries.
- **10. Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, Grantee shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees.
- 11. Environmental Indemnification: Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.

12.	. "Definition Proposal": This easement agreement constitutes a "Definition Proposal" in conformance with Section	on 2.03	of
	that certain Easement Agreement between Grantor and Grantee dated December 2, 1996, and recorded in the	e office	of
	the Register of Deeds for Milwaukee County on December 3, 1996, on Reel 3939, Images 1305 through	1365, a	เร
	Document No. 7298264.		

**13.** 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 (Owner/Lessor)	
Chris Abele, Milwaukee County Executive	(Date)
George Christenson, Milwaukee County Clerk	(Date)
STATE OF WISCONSIN ) ) SS. MILWAUKEE COUNTY )	
Personally came before me this day of George Christenson of Milwaukee County, a municipal corpo the foregoing instrument on behalf of said company and acknow	ration, to me known to be the persons who executed
	(Signature, Notary Public, State of Wisconsin)
(P	rint or Type Name, Notary Public, State of Wisconsin)
	(Date Commission Expires)
The signatures on this document were authenticated by me on the Authentication shall constitute a certification as authorized by Chris Abele and George Christenson of Milwaukee County, since the genuine signatures of the above–named persons represe	y Wis. Stat. §706.06 that each of the above-named, gned here above and all signatures on this instrument
	AUTHENTICATION
	(Signature, Attorney, State of Wisconsin)
	(Name Printed)

(Title: Member - STATE BAR OF WISCONSIN)

	Lessee:		
	THE MEDICAL COLLEGE OF WISCONSIN, INC.		
	By:		
	Print name:		
	Print title:		
Personally came before me in	County, Wisconsin on	, 2019,	
the above named	, the		
of THE MEDICAL COLLEGE OF WISCONSIN, INC., on behalf of the corporation.			
	Notary Public Signature, State of Wisconsin		
(NOTARY STAMP/SEAL)			

Notary Public Name (Typed or Printed)

My commission expires:

	Grantee:	
	WISCONSIN ELECTRIC a Wisconsin corporati	C POWER COMPANY, ion doing business as We Energies
	By:DAWN M. NEUY,	Manager Real Estate Services
Acknowledged before me in Milwaukee County, Wiscon Real Estate Services, Wisconsin Electric Power Compan	sin on December ny, a Wisconsin corporation	, 2019, by Dawn M. Neuy, Manager n, on its behalf.
	Kurt Van Dulm	Notary Public, State of Wisconsin
NOTARY STAMP/SEAL)	My commission expires:	: November 11, 2019

421	9114
X C T V: WAUWATOSA	
CUST/PROJ NAME: MRMC 87ST REL	
PROJECT LOCATION: 87 ST FROM COM	NNELL TO WATERTOWN
PLANK RD	
PREPARED BY: P. MCDONNELL	
E-MAIL: phil.mcdonnell@we-energi	
OFFICE #: 414-944-5620 CELL PROJECT ID: MLP0055 IO #:	70074
OPERATING MAPS: 4158-7652-02	
EXISTING FEEDER: W71843, W71863	
PROPOSED FEEDER: W71843, W71863	
T-R-S - 1/4Q: T07N R21E S28 NW CGS	
TYPE OF WORK: CON	VERSION kV to kV
	DER CUT
PAVING RELOCATION REB	UILU
X OTHER CONDUIT	
STAKING REQUIREMENTS:	RESTORE PRIVATE
X SURVEYOR STAKED	PROPERTY:
☐ DESIGNER ☐ NOT NEEDED	X YES NO
JU COMPANY N/A	
PROJECT #:	
CONSTRUCTION CONTACT:  PHONE # , CELL #	
EMAIL	
JU COMPANY N/A	
PROJECT #:	
CONSTRUCTION CONTACT:	
PHONE # , CELL #	
EMAIL	
JU COMPANY N/A PROJECT #:	
CONSTRUCTION CONTACT:	
PHONE # , CELL #	
EMAIL	
RAILROAD PERMITTING/FLAGGING REG	UIRED YES X NO
RR NAME	
THIS IS A JUMPP PROJECT X THIS	
ROW TO OBTAIN EASEMENT / ADD E TO STAKE C/L AND MARK WIDTH OF	
ROW TO CONTACT CST/DESIGNER	FOR EASEMENT REQ'S.
NO NEW EASEMENTS REQUIRED	
EROSION CONTR XIF DISTURBANCE OCCURS IN SUMMER, F	
NOTED. IF DISTURBANCE OCCURS IN W	INTER, TEMPORARY STABILIZA
FINAL STABILIZATION IS REQUIRED IN S  IF DISTURBANCE OCCURS WITHIN THE S	
IF DISTURBANCE OCCURS WITHIN THE 5	

**ELECTRIC WORK REQUEST** 

**RELATED ORDERS CONDUIT - 4219114 CABLE - 4351199** MH/CONDUIT ABANDON - 4351202 **DB TIE INS - 4359403 DB PUMP HOUSE REMOVALS - 4351201** 

Contractor must maintain sidewalks and crosswalks

Traffic on 87th Street, Doyne, Coffey and Connell

Flagging (single lane road) shall not be permitted

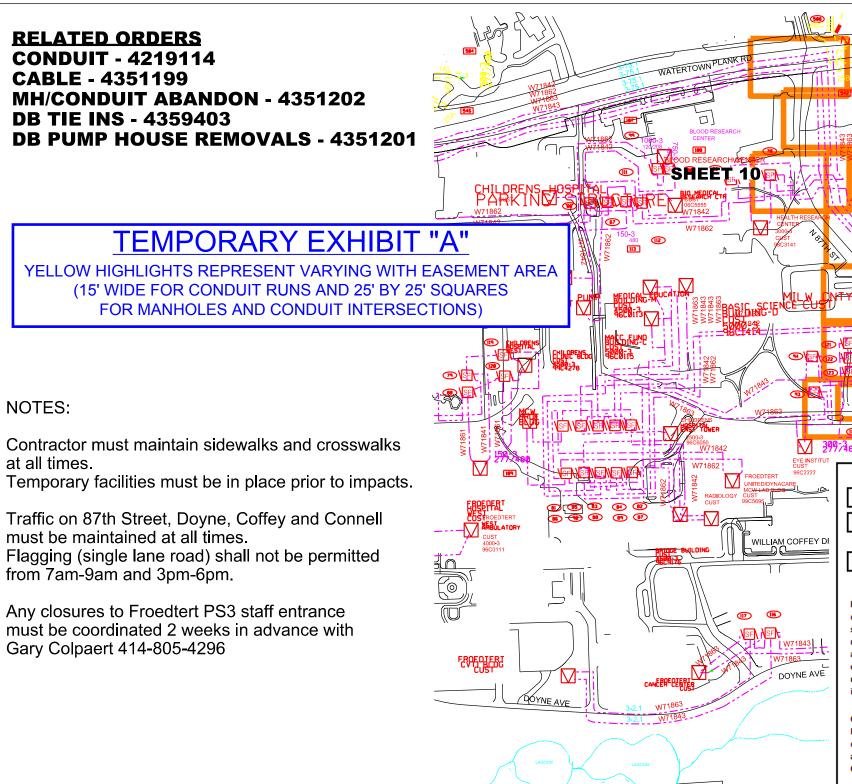
Any closures to Froedtert PS3 staff entrance

must be coordinated 2 weeks in advance with

must be maintained at all times.

from 7am-9am and 3pm-6pm.

Gary Colpaert 414-805-4296



**Shop Drawing Review** X Approved pproved as Noted

No Action Require

concept of the Project and general compliance with the informatio stated in the Contract Documents and does not extend to means methods, techniques, sequences, or construction procedures. Review or approval shall not relieve Contractor from responsibility from errors and omissions in the Shop Drawings or from obligations to comply with the requirements of the Contract Documents. Approval of a specific item shall indicate approval of an assembly of which the item is a component.

Contractor is solely responsible for: dimensions to be verified at the Project site; information pertaining solely to the fabrication process; coordination of the Work of all trades; and performing all Work in a safe and satisfactory manner and in compliance with the requirements of the Contract Documents.

Graef-USA Inc.

5/29/2019

SHEET 12

SHEET 11

SHEET 9

SHEET 8

SHEET 7

SHEET 6

SHEET 5

SHEET 4

RTLAND AVE

PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS ATION SHALL BE SOIL STABILIZER, TYPE A, UNLESS NOTED.

NOTES:

at all times.

ILIZATION SHALL BE SOIL STABILIZER. TYPE A. UNLESS NOTED. ABILIZATION 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 DITCHE 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: Install Inlet Protection Type B/C Along Entire Route

	R
	421
S. F	91
	_

REV.	DESCRIPTION	BY	DAT
0	DESIGN APPROVED FOR CONSTRUCTION	PM	03/22/
Α	CHANGE IN ROAD ALIGNMENT FROM NORTH SERVICE RD TO WATERTOWN PLANK	PM	04/01/
В	REVISED AT NORTH SERVICE RD AND WATERTOWN PLANK RD PER CUSTOMER PG 9, 10, 12	PM	05/08/
С	REVISED CROSS SECTIONS AND MINOR LOCATION CHANGES PER CUSTOMER	PM	05/28/
Printe	ed 5/28/2019 4:22:24 PM	SHEET 1 C	)F 18

