



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

Distribution Easement Gas

Date of Request:

5/12/20

Requesting Department:

DAS-Economic Development

Department Contact Name:

Rhonda Jacobson

High Org:

1151

Low Org:

1191

Approval Signature of Department Head:

DocuSigned by:

Julie Esch

08ED03A719964E6

DESCRIPTION

Please provide a detailed description of the request:

WE-Energies is proposing to extend a gas main along the south property line of 1710 S Kinnickinnic Ave. This gas line will ultimately reach the new Komatsu location to the east of the railroad tracks. This easement will permit the grantee the ability to construct, install, operate, maintain, repair, replace, and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals.

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

This proposed easement is for the construction of a new business location in Milwaukee County, Komatsu Manufacturing Plant.

Desired Timeline:
Begin Date:
End Date:
Duration:

Indefinite

Anticipated Funding Source (check all that apply and include amount allocated under each category):

Operating Budget:
Capital Budget:

☒ **Other** (i.e. grants, donations, etc.; please describe):

Request Involves:

Parks Property

BHD Property

There is no cost to approve this easement.



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

2020-014

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> 1. Property Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Property Improvements |
| <input type="checkbox"/> 4. New Footprint | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 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 . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee recommends approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee

	DISTRIBUTION EASEMENT GAS
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Document Number	
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WR NO.	4503291	IO NO.	MO01300470
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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, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land twelve (12) feet in width being part of **Lot B of Horace Chase's Subdivision** being a part of the East 21 Acres of the North 1/2 of the South 1/2 of the **Northeast 1/4 of Section 5, Township 6 North, Range 22 East**, in the Twelfth Ward of 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 P129 PO BOX 2046 MILWAUKEE, WI 53201-2046

Grantor agrees to comply with the Addendum - General Construction Requirements and Restrictions for We Energies Gas Pipeline Easement Areas which is attached hereto, marked Exhibit "B", consisting of two pages, and made a part hereof by this reference.

462-1401-110
(Parcel Identification Number)

1. Purpose:

(a) The purpose of this easement is to construct, 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 prior to the commencement of work within the easement area by Grantee. Said notice shall indicate the anticipated start date and duration of the proposed work and include, plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by Grantor within 14 days from receipt of the plans and prior to commencing any construction activities. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty within 24 hours of an incident constituting an emergency, Grantee shall give notice to Grantor, of such emergency.

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

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

(e) Grantee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Property, nor against the Grantee's interest in the Property.

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

(g) It is further understood and agreed that the Grantor or its representatives shall have the right to enter upon the easement area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement and for the purpose of performing work related to any public improvement in, upon or along said easement area as the Grantor may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto, including reasonable access to them, installed by the Grantee.

- 3. Structures and Improvements:** Grantor covenants and agrees that no structures or above ground improvements (as defined in the attached Exhibit "A"), obstructions or impediments, of whatever kind or nature will be constructed, placed, granted or allowed within the easement area. Grantor further covenants and agrees not to plant any trees or shrubs within fifteen (15) feet of the centerline of the pipeline.

Grantor agrees to comply with the Addendum – General Construction Requirements and Restrictions for We Energies Pipeline easement areas which is attached hereto, marked Exhibit "B", consisting of two pages, and made a part hereof by this reference.

- 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 sometime 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.

12. Easement Review: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

(signature pages follow)

Grantor:

MILWAUKEE COUNTY

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,

the above named _____, the _____

and _____, the _____

of the MILWAUKEE COUNTY, a municipal body corporate, for the municipal corporation, by its authority, and pursuant to Resolution File

No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

Grantee:

WISCONSIN GAS LLC,
a Wisconsin limited liability company

By: _____
Dawn M. Neuy, Manager Real Estate Services
Wisconsin Electric Power Company

Acknowledged before me in Milwaukee County, Wisconsin on _____, by Dawn M. Neuy, Manager Real Estate Services, Wisconsin Electric Power Company, by its authority.

(NOTARY STAMP/SEAL)

Robert J Anderson Notary Public, State of Wisconsin

My commission expires October 9, 2021

This instrument was drafted by Anderson.Robert-J on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

EXHIBIT "B"

ADDENDUM

**General Construction Requirements and Restrictions
for We Energies Pipeline Easement Areas**

1. The easement area must be accessible to We Energies personnel or their agents.
2. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the easement area without We Energies' prior written approval.
3. The elevation or grade over the gas pipeline may not be altered by more than 4 inches without We Energies' prior written approval. A minimum of 36 inches of cover over the gas pipeline must be maintained at all times; however, 48 inches of cover is permitted.
4. Retention ponds and their inlets/outlets are not permitted within the easement area. However, a storm sewer is permitted within the easement area upon prior written approval from We Energies as to the location of same.
5. No drainage ditches or drain tiles may be constructed within the gas pipeline easement area unless approved in writing by We Energies with proper cover and erosion protection. Plans must be submitted to We Energies for written approval.
6. Septic fields or mound systems may not be constructed within the easement area. Laterals to or from the field or mound may cross the gas pipeline, provided that they maintain an 18 inch separation from the gas pipeline. If it is necessary to locate and expose the gas pipeline, excavation must be done by hand-digging with a We Energies representative present.
7. Underground culverts, pipelines, cables, sewers or any utility must not be placed within 18 inches of the gas pipeline in any direction and must be hand dug when within 4 feet of the gas pipeline. We Energies must be notified when excavation is planned in proximity to the gas pipeline to view and inspect excavation activities. Plans must be submitted to We Energies for prior written approval. There will be no charge to Grantor for the We Energies representative to view and inspect any underground excavation.
8. Digger's Hotline must be contacted at least 3 days prior to any excavation or construction activities within the easement area. The current phone number for Digger's Hotline is 1-800-242-8511.
9. Structures or above ground improvements **are not** allowed within the easement area. These prohibited structures include but are not limited to: houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs.

EXHIBIT "B" – Page 2

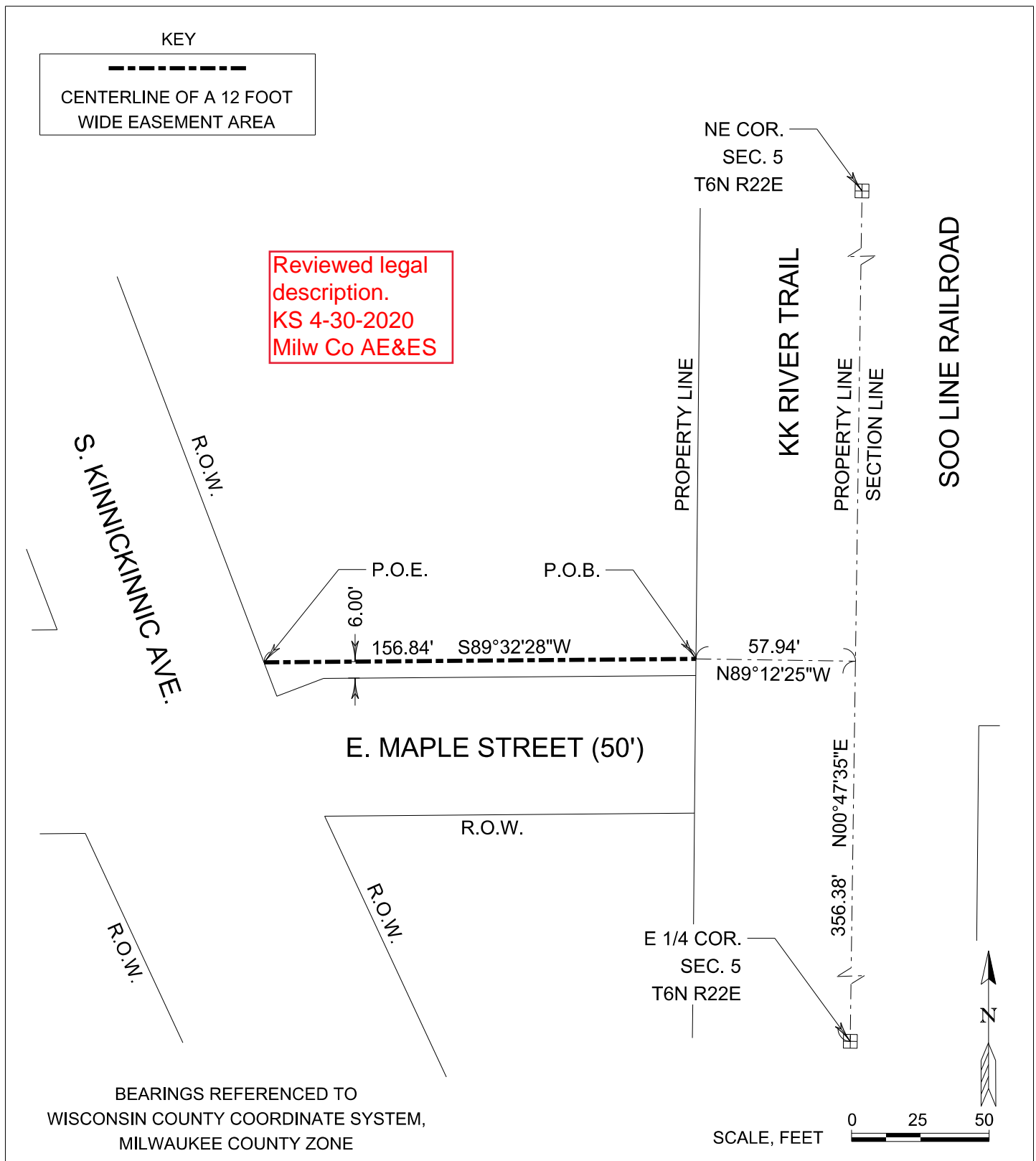
10. Landscaping, including trees and shrubs, **is not** permitted within fifteen (15) feet of the centerline of the pipeline.
11. The installation of future roadways must be supported by sound structural fill around the gas pipeline. We Energies may require soil borings to establish the subgrade load bearing characteristics of the site and prove that unstable soils are not present around the gas pipeline. Plans must be submitted to We Energies for written approval.
12. A paved/compacted surface, such as a driveway, is allowed within the easement area provided that a minimum cover of 48 inches is maintained over the gas pipeline. Plans must be submitted to We Energies for prior written approval.
13. Heavy earth moving equipment may not be routed over the gas pipeline without providing load bearing protection, such as temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods. Prior notification to and written approval from We Energies are required.
14. **We Energies must be contacted at least three (3) working days prior to any excavation activity within the easement area to coordinate oversight or inspection, or to confirm compliance with these provisions. The current phone number for We Energies Gas Emergency Response is 1-800-261-5325.** There will be no charge to Grantor for any oversight, inspection, or compliance information.
15. Additional protective requirements may be necessary upon review of Grantor's construction plans submitted to We Energies as required by the Easement Agreement.



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



Notes



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

EXHIBIT "A"



PART OF THE SE ¼ OF THE NE ¼ OF
SEC. 5, T6N, R22E, CITY OF MILWAUKEE,
MILWAUKEE COUNTY, WISCONSIN

WR NUMBER: 4503291

DATE: 04/27/2020

DRAWN BY: GRS

SCALE: 1" = 50'

PAGE 1 of 1

Certificate Of Completion

Envelope Id: E3106A2D36E34612AE500A5B2A87C1C1		Status: Completed
Subject: Please DocuSign: CFP Work Initiation Request for WE-Energies Gas Line Easement.pdf, Milwaukee C...		
Source Envelope:		
Document Pages: 11	Signatures: 1	Envelope Originator:
Certificate Pages: 4	Initials: 0	Rhonda Jacobson
AutoNav: Enabled		633 W. Wisconsin Ave.
Envelopeld Stamping: Enabled		Suite 901
Time Zone: (UTC-06:00) Central Time (US & Canada)		Milwaukee, WI 53203
		Rhonda.Jacobson@milwaukeecountywi.gov
		IP Address: 204.194.251.5

Record Tracking

Status: Original	Holder: Rhonda Jacobson	Location: DocuSign
5/12/2020 3:36:04 PM	Rhonda.Jacobson@milwaukeecountywi.gov	

Signer Events

Julie Esch
 julie.esch@milwaukeecountywi.gov
 Deputy Director of Department of Transportation
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 08ED03A719964F6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.194.251.5

Timestamp

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 Viewed: 5/12/2020 4:20:04 PM
 Signed: 5/12/2020 4:20:09 PM

Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	5/12/2020 4:20:05 PM
Signing Complete	Security Checked	5/12/2020 4:20:09 PM
Completed	Security Checked	5/12/2020 4:20:09 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

Certificate Of Completion

Envelope Id: DEAC05A840054146AE8022D1E97726B3	Status: Completed
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Source Envelope:	
Document Pages: 15	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelopeld Stamping: Disabled	Peter Nilles
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	Peter.Nilles@milwaukeecountywi.gov
	IP Address: 204.194.251.5

Record Tracking

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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/18/2020 9:35:23 AM
Completed	Security Checked	5/18/2020 9:35:23 AM

Payment Events	Status	Timestamps
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