178th BOARD YEAR LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref:	To:	Title
178-0-111	03/20/24	EX	ORD: Amend The Text Of Chapter 18 Of The Waukesha County Code Of
	03/20/24		Ordinances Regarding The Administrative Review Process
178-A-053	03/20/24	EX	APPT: Appointment of Landon Boettcher as Business Representative to
			the Waukesha Ozaukee Washington (WOW) Workforce Development
			Board
178-0-112	03/20/24	HS	ORD: Modify The Department Of Health And Human Services 2024 Budget
	03/20/24	FI	And Create One (1) Regular Full-Time Sunset Clinical Therapist Position For
			The Crisis Response Unit In Partnership With The City Of Waukesha
178-0-113	03/20/24	FI	ORD: Approve Easements To ANR Pipeline Company To Construct, Install,
	03/20/24		Operate And Maintain, Underground Utility Facilities On Waukesha County
			Property

1 2	AMEND THE TEXT OF CHAPTER 18 OF THE WAUKESHA COUNTY CODE OF ORDINANCES REGARDING THE ADMINISTRATIVE REVIEW PROCESS
3 4 5 6 7	WHEREAS, pursuant to Wisconsin Statute Section 68.16, Waukesha County has elected not to be governed by the municipal administrative review procedure set forth in Wisconsin Statutes Chapter 68; and
8 9 10 11	WHEREAS, Waukesha County provides procedures for the administrative review of County authority determinations under Article IV, Chapter 18 of the Waukesha County Code of Ordinances (hereinafter the "Waukesha County Code"); and
12 13 14 15 16	WHEREAS, the purpose of the administrative review procedures set forth in Article IV, Chapter 18 of the Waukesha County Code is to provide review procedures where none are otherwise expressly provided for under the Waukesha County Code, Wisconsin State Statutes or common law; and
17 18 19 20 21 22	WHEREAS, Article IV, Section 18-153 of the Waukesha County Code sets forth matters that are not subject to the administrative review procedures of the Waukesha County Code. However, revisions are necessary to clarify that any matters that are subject to judicial review procedures under any other County ordinance or resolution, state statute, or common law certiorari review are not subject to the administrative review procedures under Article IV, Chapter 18; and
23 24 25 26	WHEREAS, it is desirable to amend Article IV, Section 18-154(d) of the Waukesha County Code to permit the fact-finding hearing to be held at a later date if mutually agreed to by the aggrieved person and the county authority; and
27 28 29	WHEREAS, Article IV, Section 18-156 provides for judicial review of any decision of the executive committee, but the type of review available and timing of the request should be clarified to avoid ambiguity.
30 31 32 33	THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Article IV, Section 18-153, Subsection 3 of the Waukesha County Code of Ordinances is hereby repealed and recreated to read as follows:
34 35 36 37	3. Any action subject to administrative or judicial review procedures under Wisconsin Law, excepting Chapter 68 of the Wisconsin Statutes;
38 39 40	BE IT FURTHER ORDAINED that Article IV, Section 18-153, Subsection 8 of the Waukesha County Code of Ordinances is hereby repealed and recreated to read as follows:
41 42 43	8. Any action subject to administrative or judicial review procedures prescribed by any other county ordinance or resolution;
44 45 46 47	BE IT FURTHER ORDAINED that Article IV, Section 18-154, Subsection (d) of the Waukesha County Code of Ordinances is hereby repealed and recreated to read as follows:

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Referred off. 05/20/24 File Number, 178-O-111 Referred to, EX	Referred on: 03/20/24	File Number: 178-O-111	Referred to: EX
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48 (d) Upon receipt of the request for administrative review, the executive committee shall schedule a fact-finding hearing within thirty (30) days of the receipt of the request unless the 49 50 thirty-day period is enlarged by mutual agreement of the aggrieved person and the county authority. A notice of the hearing date and time shall be served, by first class mail, upon the 51 aggrieved person, at least ten (10) days prior to the scheduled hearing date. 52 53 54 BE IT FURTHER ORDAINED that Article IV, Section 18-156 of the Waukesha County Code of Ordinances is hereby repealed and recreated to read as follows: 55 56 57 Section 18-156 Judicial review. 58 59 The aggrieved person may seek judicial review of the final determination of the executive committee by certiorari within 30 days of receipt of the final determination. The court 60 may affirm or reverse the final determination, or remand to the executive committee for 61 further proceedings consistent with the court's determination. 62

Referred on: 03/20/24 File Number: 178-O-111	Referred to: EX
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WAUKESHA COUNTY Office of the County Executive

MEMO:

DATE:	March 20, 2024
TO:	Chairman Paul Decker
FROM:	Paul Farrow
RE:	Appointment of Business Representative to Waukesha Ozaukee Washington Workforce Development Board

I am pleased to submit to the County Board for your consideration the appointment of Mr. Landon Boettcher to the Waukesha Ozaukee Washington Workforce Development Board for Waukesha County. Mr. Boettcher is filling the vacancy created due to the resignation of Ms. Jill Kreider. Mr. Boettcher's term will conclude June 30, 2026.

Mr. Boettcher is the Human Resources Manager for Azura Memory Care. Overseeing recruiting, payroll, technology, and other functions of the HR Department, Mr. Boettcher is responsible for workforce development for the over 500 employees of the organization. His position offers a unique line of sight into the workforce needs of the healthcare and eldercare industries that are critical to the WOW region.

Azura Memory Care has facilities across Wisconsin. Waukesha County locations are in Brookfield and Oconomowoc. Mr. Boettcher currently resides in Wauwatosa.

Thank you for your consideration.

PF:ha

cc: Dawn Schicker, Chair WOW WDB Analiese Smith, Director WOW WDB

MODIFY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES 2024 BUDGET AND CREATE ONE (1) REGULAR FULL-TIME SUNSET CLINICAL THERAPIST POSITION FOR THE CRISIS RESPONSE UNIT IN PARTNERSHIP WITH THE CITY OF WAUKESHA

5 6 WHEREAS, Wisconsin Administrative Code Chapter DHS 34 requires all counties provide 7 emergency mental health services for individuals experiencing a mental health crisis; and 8 9 WHEREAS, since 2016, Wisconsin Statutes Chapter 51 requires county departments responsible 10 for mental health services to conduct crisis assessments and approve involuntary civil 11 interventions, when necessary, in partnership with law enforcement agencies; and 12 13 WHEREAS, the Waukesha County Department of Health and Human Services (HHS) Crisis Intervention Services assists law enforcement agencies 24 hours a day, 7 days a week when 14 15 responding to individuals experiencing mental health crises; and 16 WHEREAS, in 2022, HHS Crisis Intervention Services and the City of Waukesha Police 17 18 Department created the Crisis Response Unit that paired specially trained police officers with an HHS Clinical Therapist dedicated to responding to calls for mental health services in the City of 19 20 Waukesha; and 21 22 WHEREAS, the Crisis Response Unit has expedited response times in Waukesha County as 23 more resources are available to respond to crises outside of the City of Waukesha; and 24 25 WHEREAS, two Waukesha police officers and one HHS Clinical Therapist are assigned to the 26 Crisis Response Unit; and 27 28 WHEREAS, the City of Waukesha Police Department received a grant award through the U.S. 29 Department of Justice, Office of Community Oriented Policing Services, and wishes to utilize 30 that grant to fund a second regular full-time sunset Clinical Therapist (may underfill as a Senior 31 Mental Health Counselor) to be assigned to the Crisis Response Unit through September 2025; 32 and 33 34 WHEREAS, the addition of a Clinical Therapist will generate billable Medicaid revenue to the 35 department, which will also be used to offset expenses associated with the position. 36 37 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS 38 that the Waukesha County Department of Health and Human Services is authorized to create one 39 (1.0) regular full-time sunset Clinical Therapist position, Open Range 12 (\$33.08/hour minimum, 40 \$38.43/hour mid-point, \$43.78/hour maximum). 41 42 IT IS FURTHER ORDAINED that the 2024 Waukesha County Department of Health and Human Services Mental Health Clinical Services Division budget be modified to appropriate 43 additional personnel expenditures of \$81,215, operating expenditures of \$2,544, and 44 interdepartmental charges of \$7,111 for an embedded Clinical Therapist with the City of 45 Waukesha to expand hours of coverage for the existing Crisis Response Unit, and increase 46

charges for services revenue by \$90,870. 47

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Referred on: 03/20/24	File Number: 178-O-112	Referred to: HS-FI

FISCAL NOTE

MODIFY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES 2024 BUDGET AND CREATE ONE (1) REGULAR FULL-TIME SUNSET CLINICAL THERAPIST POSITION FOR THE CRISIS RESPONSE UNIT IN PARTNERSHIP WITH THE CITY OF WAUKESHA

This ordinance modifies the 2024 Health and Human Services budget to increase expenditures by \$90,780 to expand the Crisis Response Unit partnership with the City of Waukesha, including the creation of a 1.0 FTE sunset Clinical Therapist position. The city intends to use grant funding awarded from the through the U.S. Department of Justice, Office of Community Oriented Policing Services to pay for about \$70,700 of the costs in 2024, with the remaining \$20,100 covered through Medicaid. The city's grant is expected to continue through September 2025. A summary of the partial-year impact of this position and related costs in 2024 (eight months) and 2025 (nine months) is detailed in the table below.

Acct Classification Description				2024		
Personnel Costs	1.0 FTE Sunset Clinical Therapist	\$	81,215	\$	98,665	
Operating Expenses	Laptop, Cell Phone	\$	1,644	\$	319	
	Supplies, Other	\$	900	\$	200	
	Subtotal	\$	2,544	\$	519	
Interdepartmental	Technology Support	\$	2,784	\$	4,394	
	Indirect Cost Recovery	\$	4,327	<u>\$</u>	5,163	
	Subtotal	\$	7,111	\$	9,557	
TOTAL EXPENSES		\$	90,870	\$	108,741	
TOTAL REVENUES	City/Grant & Medicaid	\$	90,870	\$	108,741	

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William Duckwitz Budget Manager 3/19/24 JE# 2024-00002549

Referred on: 03/20/24 File Number:	178-O-112 R	eferred to: HS-FI
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1 APPROVE EASEMENTS TO ANR PIPELINE COMPANY TO CONSTRUCT, INSTALL, 2 OPERATE AND MAINTAIN, UNDERGROUND UTILITY FACILITIES ON WAUKESHA 3 COUNTY PROPERTY 4 5 WHEREAS, ANR Pipeline Company ("ANR") operates one of the largest interstate natural gas 6 pipeline systems in the United States; and 7 8 WHEREAS, ANR has requested that Waukesha County grant permanent easement rights and 9 temporary easement rights in order to construct, install, operate and maintain underground utility 10 facilities on lands owned by Waukesha County ("the project"); and 11 12 WHEREAS, the three permanent easements requested by ANR are located near and on the Bugline 13 Trail, in the Villages of Menomonee Falls and Lannon, on parcel numbers MNFV0032999, LANV0032500, and MNFV0035994 as referenced in Attachments A, B, and C; and 14 15 16 WHEREAS, ANR has also requested temporary easement rights on County-owned land for all purposes associated with the original construction of the project including the storing of vehicles, 17 equipment, supplies, and additional workspace; and 18 19 20 WHEREAS, it is deemed desirable to allow ANR to construct, install, operate and maintain the 21 underground utility facilities on Waukesha County's land for the purpose of transporting natural gas, including the customary growth and replacement thereof; and 22 23 24 WHEREAS, it is necessary to provide permanent and temporary easements from Waukesha County to ANR for the purpose of constructing, installing, operating, and maintaining 25 26 underground utility facilities on County-owned land; and 27 28 WHEREAS, in consideration of said easements, ANR shall pay to Waukesha County \$29,200.00 29 for the permanent easements and \$37,500.00 for the temporary easements. 30 31 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS 32 that the permanent and temporary easements between ANR Pipeline Company and Waukesha County upon portions of County-owned lands on file with the Department of Parks and Land 33 34 Use are in all respects approved. 35 36 BE IT FURTHER ORDAINED that the Director of Parks and Land Use may execute the permanent and temporary easements on behalf of Waukesha County, together with any other 37 documents necessary to accomplish the intended transactions. 38 39 40 BE IT FURTHER ORDAINED that the revenue from the permanent and temporary easements be deposited in the Department of Parks and Land Use - Parkland Management and Land 41 42 Acquisition Fund.

FISCAL NOTE

PPROVE EASEMENTS TO ANR PIPELINE COMPANY TO CONSTRUCT, INSTALL, OPERATE AND MAINTAIN UNDERGROUND UTILITY FACILITIES ON WAUKESHA COUNTY PROPERTY

This ordinance approves ANR Pipeline Company's permanent and temporary easement requests. The Department of Parks and Land Use (PLU) will receive a total of \$66,700 in revenue for the easements. The revenue is to be deposited into the Parkland Management and Land Acquisition (Tarmann) Fund for future parks and land use maintenance projects.

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William Duckwitz Budget Manager 3/18/2024 CH

	Referred on: 03/20/24	File Number: 178-O-113	Referred to: FI
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Attachment A

EASEMENT AGREEMENT

Tract Number: WI-WK-008.100 ROW Doc. No.:

THIS EASEMENT AGREEMENT (this "Agreement"), is made as of this ______day of ______, 20__, by and between Waukesha County, a Wisconsin municipal corporation, whose address is 515 West Moreland Boulevard, Room AC148, Waukesha, Wisconsin 53188 (whether one or more, the "Grantor"), and ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated May 1, 1987, from Menomonee Falls Land Co., Inc., a Wisconsin corporation to Waukesha County, a Wisconsin municipal corporation recorded in the Register of Deeds Office for Waukesha County, Wisconsin as Document Number 1423711, identified as parcel number After recording return to: Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

Parcel No. MNFV0032999

MNFV0032999, being more particularly described as Certified Survey 1100714 recorded in the Office of the Register of Deeds of Waukesha County on the 30th day of July, 1979 in Vol. 28 CSM Page 30-31-32-33 and Certified Survey Map 1099879 recorded in the Register of Deeds of Waukesha County on 23rd day of July, 1979 in Vol. 28 CSM Pages 9-10-11 (the "**Property**"); and

WHEREAS, Grantee desires the right to use an easement in connection with the construction, operation, and maintenance of Grantee's Facilities (as defined below), on, over, under and through a part of Grantor's Property, which easement is more particularly described in <u>Exhibit A and Exhibit B</u> attached hereto and incorporated herein, hereinafter referred to as the "Easement Area".

NOW THEREFORE, in consideration of the sum of Fourteen Thousand Four Hundred Dollars (\$14,400.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, a permanent easement in the Easement Area to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one or more pipelines and all below ground equipment and appurtenances thereto, including but not limited to fittings and regulators (collectively, the "Facilities") for the transportation of natural gas, its related byproducts, and water through pipelines under a strip of land 50 feet in width, as more particularly described in Exhibit A and Exhibit B. Grantee is also granted the associated necessary rights to: A) Place pipeline markers and cathodic protection equipment area above and below ground on the Easement Area; B) Clear, cut, trim and remove and trees, brush, shrubbery, overhanding branches or other vegetation in the easement area, using methods permitted by law, that in Grantee's judgment may interfere with the Grantee's full use of the Easement Area for the purposes stated herein or that pose a threat to the safe and reliable operation of the Facilities; and C) The permission to enter in a reasonable manner upon the property of Grantor immediately adjacent to the Easement Area for the purpose of exercising the easement rights granted herein.

2. <u>Limitations of Easement.</u> Grantee acknowledges the existence of a preexisting easement held by American Transmission Company, LLC ("ATC") on Grantor's property near the Easement Area and agrees that it shall not take any actions that constitute interference with the preexisting easement rights of ATC. Grantee further agrees that it shall at all times comply with the conditions, parameters and provisions sets forth in that certain agreement between Grantee and ATC dated July 13, 2023. Grantee further agrees and acknowledges that the preexisting easement held by ATC does not interfere with Grantee's rights under this Easement Agreement.

3. <u>Continual Operation of Bugline Trail.</u> The Grantor's Property shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Grantee shall provide a minimum of seven days' notice of any such request. During original construction, Grantee anticipates three closures, to which Grantor hereby consents upon receipt of advance notice of the specific dates of the closures: tree felling, open cut of trail to install pipe and temporary patch, and final restoration. Notwithstanding the foregoing, in event of emergency defined as where time is of the essence for the safety of the public, or for unanticipated emergency maintenance or repair of Grantee's Facilities, Grantee shall have the right to temporarily exclude users of the Bugline Trail from the Easement Area and will notify Grantor within 24 hours of same and identify the term of exclusion.

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File Number: 178-O-113

4. <u>Restoration</u>. 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 employees, agents, or contractors no later than 45 days upon completion of the construction as set forth in Exhibits A and B. This restoration however does not apply to any trees, bushes, branches or roots for which Grantee has obtained prior approval to remove which may interfere with Grantee's use of the easement area.

Grantor's Continuing Rights / Encroachments. Grantor may fully use and enjoy the 5. Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Easement Area during the original construction of the Facilities, unless such structures or encroachments are preexisting at the time of this Agreement or otherwise specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Easement Area during the original construction of the Facilities, (iii) change the depth of cover over the Easement Area during the original construction of the Facilities containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Easement Area during the original construction of the Facilities, nor cause the Easement Area during the original construction of the Facilities to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Easement Area, using methods permitted by law. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Easement Area. Grantor reserves the right to grant easement rights to other persons or entities as Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement and/or do not interfere with Grantee's full enjoyment of the easement rights granted herein.

6. <u>Compliance with Applicable Laws</u>. Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

7. <u>Indemnity</u>. Grantee agrees to indemnify and hold harmless Grantor, its successors and assigns, from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "Claims") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims arise out of the acts, errors or omissions of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement, excepting however any liability, claims damages, costs and losses caused by the negligence of the Grantor, its successors and assigns.

8. <u>Further Assurances</u>. Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder.

9. <u>Successors and Assigns</u>. This Agreement and the covenants and agreements contained herein are covenants running with the land and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives. The right to assign is restricted. Grantee shall not assign this easement without the prior written approval of Grantor which said approval shall not unreasonably withheld or denied.

10. <u>Severability</u>. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

11. Entire Agreement; Modification. This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

12. <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Wisconsin without regard to conflicts laws or choice of law rules thereof. Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin or the United States District Court for the Eastern District of Wisconsin and the parties shall submit to the jurisdiction of said courts for such lawsuits.

WI-WK-008.100

Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI

13. Joint Efforts. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

14. <u>Authority</u>. Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

16. <u>Pre-construction assessments.</u> Prior to the start of construction, Grantee may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. Grantee agrees to provide advance notice of its intention to conduct pre-construction assessments and will request prior approval from Grantor if Grantee requires access to Grantor property outside of the Easement Area and such approval will not be unreasonably withheld.

17. **De-Watering.** In the event water pumping from ditch lines becomes necessary, Grantee will comply with all applicable federal, state, and local regulations. Grantee may place appropriate dewatering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the Easement Area. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event Grantee's de-watering activities create the need for restoration to Grantor's land, crops, pasture, etc., Grantee will restore Grantor's land to the condition existing prior to the entry by Grantee or its agents no later than forty-five days after completion of construction. Notwithstanding the foregoing, in no event shall the placement of dewatering structures cause the closure of roads or County-owned trails prior approval of Grantor.

18. <u>Temporary Fence</u>. Grantee agrees to erect a temporary safety fence around the Easement Area.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

WI-WK-008.100

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:	GRANTOR:
	Waukesha County, a Wisconsin municipal corporation
	By:
	Name:
	Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged himself/herself to be the ______ of Waukesha County, a Wisconsin municipal corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires ______.

[SEAL]

Notary Public

WI-WK-008.100

Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI 6

WITNESS:

GRANTOR:

Waukesha County, a Wisconsin municipal corporation

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Ву:	
Name:	
Title:	

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before	me,	the	undersigned	officer,	personally	appeared	i, who
acknowledged	himse	lf/he	rself to be the	÷			of Waukesha County, a Wisconsin
municipal cor	porat	ion, a	and that he/sh	e, being	authorized s	o to do, e	executed the foregoing instrument for
the purposes th	erein	conta	nined, by sign	ing on be	half of the o	corporatio	on.

Given under my hand and official seal this _____ day of _____, 20_____.

My commission expires ______.

[SEAL]

Notary Public

WI-WK-008.100

WITNESS:	GRANTEE:
	ANR Pipeline Company, a Delaware corporation
	By:
	Name:
	Title:
	By:
	Name:
	Títle:
STATE OF, COUNTY OF, to-wit: Before me, the undersigned officer acknowledged themself to be the corporation, and that he/she, being authorized therein contained, by signing on behalf of the c	of ANR Pipeline Company, a Delaware so to do, executed the foregoing instrument for the purposes
Given under my hand and on	that sear this tray of, 20
My commission expires	·
[SEAL]	Notary Public

WI-WK-008.100

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STATE OF ______,

COUNTY OF ______, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged themself to be the ______ of ANR Pipeline Company, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this _____ day of _____, 20____.

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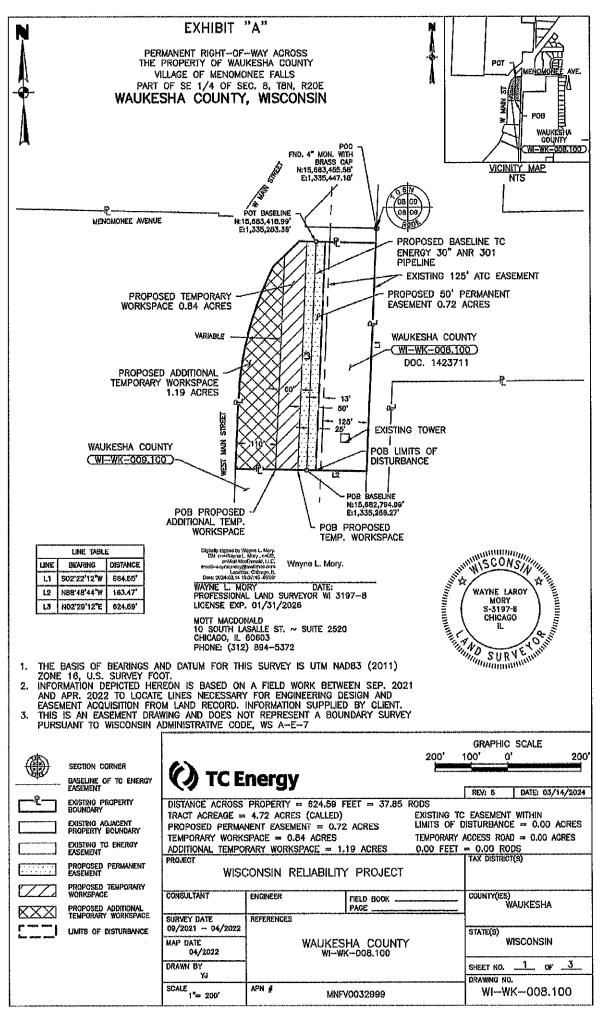
My commission expires

[SEAL]

Notary Public

This instrument was prepared by: Alyssa Trep! Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

WI-WK-008.100



Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI

THE	EXHIBIT "I RMANENT RIGHT-OF-V PROPERTY OF WAUKE /ILLAGE OF MENOMONI	- VAY ACROSS ESHA COUNTY EE FALLS	Ň	POT - MENOMOLIE AVE.
	OF SE 1/4 OF SEC		а	VICINITY MAP
	GEN	IERAL DESCRIPT	ION	NTS
THAT PART OF THE SOUT TWENTY (20) EAST, IN THE IN DOCUMENT 1423711 OF AS FOLLOWS;	VILLAGE OF MENOI	MONEE FALLS, CO	UNTY OF WAUKESH	A, STATE OF WISCONSIN,
	PERMANENT EAS	EMENT CENTERL	NE DESCRIPTION	
FOR A PROPOSED FIFTY SIDE OF THE BASELINE DE				TY-FIVE FEET (25') EACH
COMMENCING AT A FOUN SOUTHEAST ½ OF SAID SI WEST A DISTANCE OF 664 LANDS OWNED NOW OR F OF 163.47 FEET TO THE P ENERGY 30" ANR 301 PIPE	Ection 8; Thence 1.55 Feet to the 8 Ormerly by Wauk Oint of Beginning	ALONG THE EAST OUTH LINE OF TI (ESHA COUNTY, 1	LINE OF SAID SECT HE SUBJECT PROPE THENCE NORTH 88° 4	10N 8, SOUTH 02° 22' 12" RTY AND COMMON WITH 18' 44" WEST A DISTANCE
THENCE ALONG THE BA FOLLOWING COURSE;	Seline of Said T	C ENERGY 30"	ANR 301 PIPELINE	INCLUDING BENDS THE
NORTH 02° 29' 12" E/ NORTH LINE OF THE SUBJ AVENUE.				Mination (Pot) on the of line of menomonee
THE ABOVE DESCRIBED F MORE OR LESS, HAVING A	• •			
 THE BASIS OF BEARINGS A ZONE 16, U.S. SURVEY FC INFORMATION DEPICTED HE AND APR. 2022 TO LOCAT EASEMENT ACQUISITION FR THIS IS AN EASEMENT DR PURSUANT TO WISCONSIN 	OT. REON IS BASED ON A E UNES NECESSARY I OM LAND RECORD. IN WING AND DOES NOT	FIELD WORK BETW FOR ENGINEERING D FORMATION SUPPLIE REPRESENT A BOU	IEEN SEP. 2021 DESIGN AND D BY CLIENT.	
(200	GRAPHIC SCALE 100' 0' 200'
BASELINE OF TO ENERGY	C En	ergy	kium	REV: 5 DATE: 03/14/2024
EXISTING PROPERTY BOUNDARY EXISTING ADJACENT PROPERTY BOUNDARY EXISTING TC ENERGY EASEMENT	DISTANCE ACROSS P TRACT ACREAGE = 4 PROPOSED PERMANE TEMPORARY WORKSP, ADDITIONAL TEMPORA PROJECT	1.72 ACRES (CALLED) NT EASEMENT = 0.7 ACE = 0.84 ACRES	2 ACRES LIMITS TEMPOR	G TC EASEMENT WITHIN OF DISTURBANCE = 0.00 ACRES ARY ACCESS ROAD = 0.00 ACRES EET = 0.00 RODS [TAX DISTRICT(S)]
PROPOSED PERMANENT EASEMENT PROPOSED TEMPORARY		NSIN RELIABILIT	Y PROJECT	
VORKSPACE		NGINEER	FIELD BOOK	GOUNTY(IES) WAUKESHA
LIMITS OF DISTURBANCE	09/2021 - 04/2022 MAP DATE 04/2022		5HA COUNTY /K008.100	STATE(5) WISCONSIN
	DRAWN BY YJ			SHEET NO. 2 OF 3
	SCALE A	PN # MNF	V0032999	WI-WK-008.100

File Number: 178-O-113

TEMPORARY EASEMENT

Tract Number: WI-WK-008.100 ROW Doc. No.:

THIS TEMPORARY EASEMENT (this "Agreement"), is made as of this ______ day of ______, 20__, by and between Waukesha County, a Wisconsin municipal corporation, whose address is 515 West Moreland Boulevard, Room AC148, Waukesha, Wisconsin 53188 (whether one or more, the "Grantor"), and ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated May 1, 1987, from Menomonee Falls Land Co., Inc., a Wisconsin corporation to Waukesha County, a Wisconsin municipal corporation recorded in the Register of Deeds Office for Waukesha County, Wisconsin as Document Number 1423711 identified as parcel number After recording return to: Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

Parcel No. MNFV0032999

Document Number 1423711, identified as parcel number MNFV0032999, being more particularly described as Certified Survey 1100714 recorded in the Office of the Register of Deeds of Waukesha County on the 30th day of July, 1979 in Vol. 28 CSM Page 30-31-32-33 and Certified Survey Map 1099879 recorded in the Register of Deeds of Waukesha County on 23rd day of July, 1979 in Vol. 28 CSM Pages 9-10-11 (the "**Property**"); and

WHEREAS, Grantee desires the right to use that certain Temporary Easement Area (as defined below) in connection with the construction of Grantee's Wisconsin Reliability Project (the "**Project**") on, over, under, across and/or through Grantor's Property, in the area more particularly described in <u>Exhibit A</u> and Exhibit <u>B</u> attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Twenty Thousand Three Hundred Dollars (\$20,300.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. <u>Grant of Temporary Easement</u>. Grantor hereby grants to Grantee temporary easement rights in the in that portion of Grantor's Property described and/or depicted in <u>Exhibit A and Exhibit B</u> as "Temporary Workspace", "Additional Temporary Workspace" and/or "Staging Area" (collectively, the "Temporary Easement Area"). for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary Easement Area. Grantee shall also have all rights and privileges necessary for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary Easement Area.

2. <u>Limitations of Easement.</u> Grantee acknowledges the existence of a preexisting easement held by American Transmission Company, LLC ("ATC") on Grantor's property near the Temporary Easement Area and agrees that it shall not take any actions that constitute interference with the preexisting easement rights of ATC. Grantee further agrees that it shall at all times comply with the conditions, parameters and provisions sets forth in that certain agreement between Grantee and ATC dated July 13, 2023. Grantee further agrees and acknowledges that the preexisting easement held by ATC does not interfere with Grantee's rights under this Temporary Easement Agreement.

3. <u>Continual Operation of Bugline Trail.</u> The Grantor's Property shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Grantee shall provide a minimum of seven days' notice of any such request. During original construction, Grantee anticipates three closures, to which Grantor hereby consents upon receipt of advance notice of the specific dates of the closures: tree felling, open cut of trail to install pipe and temporary patch, and final restoration. Notwithstanding the foregoing, in event of emergency defined as where time is of the essence for the safety of the public, or for unanticipated emergency maintenance or repair of Grantee's Facilities, Grantee shall have the right to temporarily exclude users of the Bugline Trail from the Temporary Easement Area and will notify Grantor within 24 hours of same and identify the term of exclusion.

4. <u>Grantor's Continuing Rights / Encroachments.</u> Grantor may fully use and enjoy the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder. Grantor reserves the right to grant easement rights to other persons or entities as Grantor deems

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File Number: 178-O-113

appropriate, provided the easement rights are not inconsistent with the purpose of this easement and/or do not interfere with Grantee's full enjoyment of the temporary easement rights granted herein.

5. <u>Restoration</u>. Grantee shall promptly restore the Temporary Easement Area as near as practicable to the condition existing prior to the entry by Grantee or its agents and to the reasonable satisfaction of the Grantor no later than forty-five days prior to the expiration of this temporary easement. In the instance of any claims of damage to Grantor's land or property, Grantor agrees to provide reasonable access to Grantee so that necessary repair, reclamation, or restoration work can be performed.

6. <u>Indemnity.</u> Grantee agrees to indemnify and hold harmless Grantor, its successors and assigns, from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "Claims") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims arise out of the acts, errors or omissions of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement, excepting however any liability, claims damages, costs and losses caused by the negligence of the Grantor, its successors and assigns.

7. <u>Term</u>. This Temporary Easement shall commence on the date of this Agreement and terminate on December 31, 2026.

8. <u>Additional Rights</u>. In addition to the rights granted herein, should restoration be required on the Property outside the easement granted herein, Grantee may request right to take all actions necessary to complete such restoration. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

9. <u>Successors and Assigns</u>. This Agreement and the rights granted hereunder may not be transferred or assigned by the Grantee without the prior written consent of the Grantor, which said consent shall not unreasonably be withheld.

10. <u>Severability</u>. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

11. <u>Entire Agreement; Modification</u>. This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

12. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to conflicts laws or choice of law rules thereof.

13. <u>Joint Efforts</u>. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

14. <u>Authority</u>. Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

16. <u>Pre-construction assessments.</u> Prior to the start of construction, Grantee may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. Grantee agrees to provide advance notice of its intention to conduct pre-construction assessments and will request prior approval from Grantor if Grantee requires access to Grantor property outside of the Temporary Easement Area and such approval will not be unreasonably withheld.

17. <u>De-Watering</u>, In the event water pumping from ditch lines becomes necessary, Grantee will comply with all applicable federal, state, and local regulations. Grantee may place appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the Temporary Easement Area. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event Grantee's de-watering activities create the need for restoration to Grantor's land, crops, pasture, etc., Grantee will restore Grantor's land to the condition existing prior to the entry by Grantee or its agents no later than forty-five days prior to the

WI-WK-008.100

File Number: 178-O-113

expiration of the Temporary Easement. Notwithstanding the foregoing, in no event shall the placement of dewatering structures cause the closure of roads or County-owned trails without prior approval of Grantor.

18. <u>Temporary Fence</u>. Grantee agrees to erect a temporary safety fence around the Temporary Easement Area.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

WI-WK-008.100

Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:	GRANTOR:
	Waukesha County, a Wisconsin municipal corporation
	By:
	Name:
	Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged himself/herself to be the _______ of Waukesha County, a Wisconsin municipal corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires ______.

[SEAL]

Notary Public

WI-WK-008.100

WITNESS:		GRANTOR:	
		Waukesha County, a Wisc corporation	onsin municipal
		By:	
		Name:	
		Title:	
	ACKNOWLEDGN	MENT OF GRANTOR	
STATE OF	,		
COUNTY OF	, to-wit:		
Before me, the	undersigned officer, per relf to be the	sonally appeared of Waukesha C	, who
municipal corporation, a	nd that he/she, being auth	orized so to do, executed the fore	going instrument for
the purposes therein conta	ined, by signing on behalf	f of the corporation.	
Given un	der my hand and official	seal this day of	, 20
My com	nission expires	·	
	—		
[SEAL]	No	tary Public	

WITNESS:	GRANTEE:
	ANR Pipeline Company, a Delaware corporation
	By: Name: Title:
	T fitte
	By:
	Name:
	Title:
AC	KNOWLEDGMENT OF GRANTEE
STATE OF	
COUNTY OF	
acknowledged themself to be the	ed officer, personally appeared, who, of ANR Pipeline Company , a Delaware authorized so to do, executed the foregoing instrument for the purposes half of the company.

Given under my hand and official seal this _____ day of _____, 20____.

_.

My commission expires ____

[SEAL]

Notary Public

WI-WK-008.100

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STATE OF _____,

COUNTY OF ______, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged themself to be the ______ of ANR Pipeline Company, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires _____.

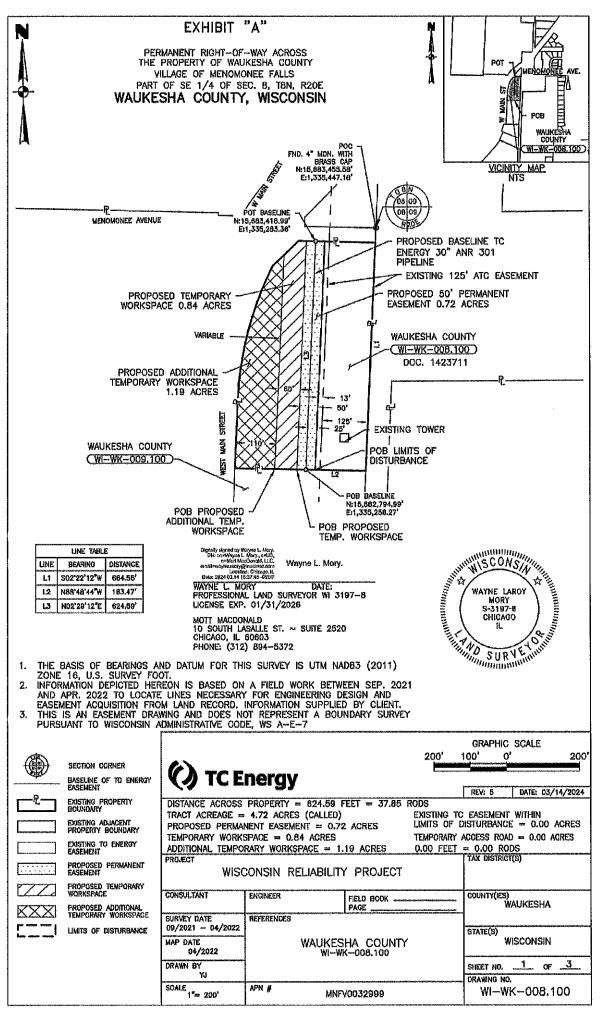
[SEAL]

Notary Public

This instrument was prepared by: Alyssa Trepl Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

WI-WK-008.100

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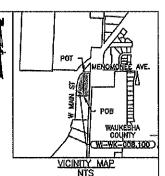
Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI

EXHIBIT "B"

PERMANENT RIGHT-OF-WAY ACROSS THE PROPERTY OF WAUKESHA COUNTY VILLAGE OF MENOMONEE FALLS PART OF SE 1/4 OF SEC. 8, T8N, R20E WAUKESHA COUNTY, WISCONSIN



TEMPORARY WORKSPACE DESCRIPTION

COMMENCING AT A FOUND 4-INCH MONUMENT, WITH A BRASS CAP, AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8, SOUTH 02° 22' 12" WEST A DISTANCE 664.55 FEET TO THE SOUTH LINE OF SAID SUBJECT PROPERTY; THENCE ALONG SAID LINE NORTH 88° 48' 44" WEST A DISTANCE OF 188.48 FEET TO THE POINT OF BEGINNING (POB) OF THE PROPOSED TEMPORARY WORKSPACE;

THENCE CONTINUING ALONG SAID LINE NORTH 88° 48' 44" WEST A DISTANCE OF 60.02 FEET;

THENCE ALONG, OVER, AND ACROSS SAID SUBJECT PROPERTY NORTH 02° 29' 12" EAST A DISTANCE OF 585.02 FEET TO THE SOUTHEASTERLY LINE OF WEST MAIN STREET COMMON WITH THE NORTHWESTERLY LINE OF THE SUBJECT PROPERTY;

THENCE ALONG SAID COMMON LINE NORTH 46°16'20" EAST A DISTANCE OF 56.05 FEET TO THE SOUTHERN LINE OF MENONOMEE AVENUE COMMON WITH THE NORTHERN LINE OF SAID SUBJECT PROPERTY;

THENCE CONTINUING ALONG SAID COMMON LINE SOUTH 88°48'14" EAST A DISTANCE OF 21.22 FEET TO THE WESTERN LINE OF THE ABOVE DESCRIBED PERMANENT EASEMENT SOUTH 02°29'12" WEST A DISTANCE OF 624.60 FEET BACK TO THE POINT OF BEGINNING (POB) CONTAINING 0.84 ACRES, MORE OR LESS.

ADDITIONAL TEMPORARY WORKSPACE DESCRIPTION

COMMENCING AT A FOUND 4-INCH MONUMENT, WITH A BRASS CAP, AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8, SOUTH 02° 22' 12" WEST A DISTANCE 664.55 FEET TO THE SOUTH LINE OF SAID SUBJECT PROPERTY; THENCE ALONG SAID LINE NORTH 88° 48' 44" WEST A DISTANCE OF 248.49 FEET TO THE POINT OF BEGINNING (POB) OF THE ADDITIONAL TEMPORARY WORKSPACE;

THENCE CONTINUING ALONG SAID LINE NORTH 88° 48' 44" WEST A DISTANCE OF 110.03 FEET TO THE EASTERLY LINE OF WEST MAIN STREET COMMON WITH THE WESTERLY LINE OF THE SUBJECT PROPERTY;

THENCE ALONG SAID LINE NORTH 02°20'45" EAST A DISTANCE OF 183.24 FEET;

THENCE CONTINUING ALONG SAID LINE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 894.93 FEET FOR AN ARC LENGTH OF 384.08 FEET, A CHORD BEARING OF NORTH 14° 37' 25" EAST, AND A CHORD DISTANCE OF 381.14 FEET;

THENCE CONTINUING ALONG SAID LINE NORTH 46°16'20" EAST A DISTANCE OF 43.82 FEET TO THE WEST LINE OF THE ABOVE DESCRIBED TEMPORARY WORKSPACE;

THENCE ALONG, OVER, AND ACROSS SAID SUBJECT PROPERTY SOUTH 02°29'12" WEST A DISTANCE OF 585.02 FEET BACK TO THE POINT OF BEGINNING (POB) CONTAINING 1.19 ACRES, MORE OR LESS.

Section Corner Baseline of TC Energy Easement	🗘 tc e	nergy		200' 1	GRAPHIC SCALE 00' 0' 200' REV: 5 DATE: 03/14/2024
EXISTING PROPERTY BOUNDARY EXISTING ADJACENT PROPERTY BOUNDARY EXISTING TO ENERGY EASEMENT PROPOSED PERMANENT EASEMENT PROPOSED TEMPORARY WORKSPACE	TRACT ACREAGE == PROPOSED PERMAI TEMPORARY WORKS ADDITIONAL TEMPO PROJECT	PROPERTY = 624.59 F 4.72 ACRES (CALLED) NENT EASEMENT = 0.72 SPACE = 0.84 ACRES RARY WORKSPACE = 1. CONSIN RELIABILITY ENGINEER	2 ACRES 19 ACRES 19 PROJECT	Existing to Limits of D Temporary / 0.00 feet	EASEMENT WITHIN ISTURBANCE = 0.00 ACRES IGCESS ROAD = 0.00 ACRES = 0.00 RODS TAX DISTRICT(S) GOUNTY(IES) WAUKESHA
PROPOSED ADDITIONAL TEMPORARY WORKSPACE LIMITS OF DISTURBANCE	SURVEY DATE 09/2021 04/2022 MAP DATE 04/2022 DRAVN BY YJ SCALE 1*= 200'	WI~WI	PAGE		STATE(S) WISCONSIN SHEET NO. <u>3</u> of <u>3</u> DRAWING NO. WIWK008,100

Referred on: 03/20/24

File Number: 178-O-113

CONFIDENTIAL

LANDOWNER PAYMENT SUMMARY

Tract: WI-WK-008.100

Check No:_____

Landowner Name: Waukesha County, a Wisconsin municipal corporation

Project Name: Wisconsin Reliability Project - PL2

PERMANENT EASEMENT AND TEMPORARY WORKSPACE

LENGT	H WIDTH	ACREAGE	PRICE/ACRE	EASEMENT TOTAL
Permanent Easement		0.72	\$20,000.00	\$14,400.00
Temporary Workspace		0.84	\$10,000.00	\$8,400.00
Additional Temporary Workspace		1.19	\$10,000.00	\$11,900.00
Staging Area		0		\$0.00
Temporary Access Road		0		\$0.00
Total Consideration for Permanent and Te	mporary Workspace	Acreage		\$34,700.00

CROP DAMAGES

CROP TYPE	UNIT PRICE	YIELD	ACREAGE	PERCENTAGE	TOTAL
1ST YR					\$0.00
2ND YB					\$0.00
3RD YR		-			\$0.00
Total Conside	ration for Crop Da	mages			\$0.00

GENERAL DAMAGES/OTHER

DAMAGES/OTHER	DAMAGES/OTHER DESCRIPTION	AMOUNT
Total Considerat	tion for General Damages	\$0.00

Total Consideration
Percent Ownership

\$34,700.00
100%
\$34,700.00
\$34,700.00

-

Amount Paid Amount Owed

LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

Notes:

CONFIDENTIAL

Attachment B

EASEMENT AGREEMENT

Tract Number: WI-WK-009.100 ROW Doc. No.:

THIS EASEMENT AGREEMENT (this "Agreement"), is made as of this ______day of ______, 20__, by and between Waukesha County, a Wisconsin municipal corporation, whose address is 515 West Moreland Boulevard, Room AC148, Waukesha, Wisconsin 53188 (whether one or more, the "Grantor"), and ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated May 1, 1987, from Menomonee Falls Land Co., Inc., a Wisconsin corporation to Waukesha County, a Wisconsin municipal corporation recorded in the Register of Deeds Office for Waukesha County, Wisconsin in Volume 892, Page 464, as Document Number 1423711 identified as parcel number After recording return to: Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

Parcel No. LANV0032500

LANV0032500, being more particularly described as Certified Survey 1100714 recorded in the Office of the Register of Deeds of Waukesha County on the 30th day of July, 1979 in Vol. 28 CSM Page 30-31-32-33 and Certified Survey Map 1099879 recorded in the Register of Deeds of Waukesha County on 23rd day of July, 1979 in Vol. 28 CSM Pages 9-10-11, all in Waukesha County, State of Wisconsin (the "**Property**"); and

WHEREAS, Grantee desires the right to use an easement in connection with the construction, operation, and maintenance of Grantee's Facilities (as defined below), on, over, under and through a part of Grantor's Property, which easement is more particularly described in <u>Exhibit A and Exhibit B</u> attached hereto and incorporated herein, hereinafter referred to as the "Easement Area".

NOW THEREFORE, in consideration of the sum of Twelve Thousand Eight Hundred Dollars (\$12,800.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. <u>Grant of Easement</u>. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, a permanent easement in the Easement Area to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one or more pipelines and all below ground equipment and appurtenances thereto, including but not limited to fittings and regulators (collectively, the "Facilities") for the transportation of natural gas, its related byproducts, and water through pipelines under a strip of land 50 feet in width, as more particularly described in <u>Exhibit A and Exhibit B</u>. Grantee is also granted the associated necessary rights to: A) Place pipeline markers and cathodic protection equipment area above and below ground on the Easement Area; B) Clear, cut, trim and remove and trees, brush, shrubbery, overhanding branches or other vegetation in the easement area, using methods permitted by law, that in Grantee's judgment may interfere with the Grantee's full use of the Easement Area for the purposes stated herein or that pose a threat to the safe and reliable operation of the Facilities; and C) The permission to enter in a reasonable manner upon the property of Grantor immediately adjacent to the Easement Area for the purpose of exercising the easement rights granted herein.

2. <u>Limitations of Easement.</u> Grantee acknowledges the existence of a preexisting easement held by American Transmission Company, LLC ("ATC") on Grantor's property near the Easement Area and agrees that it shall not take any actions that constitute interference with the preexisting easement rights of ATC. Grantee further agrees that it shall at all times comply with the conditions, parameters and provisions sets forth in that certain agreement between Grantee and ATC dated July 13, 2023. Grantee further agrees and acknowledges that the preexisting easement held by ATC does not interfere with Grantee's rights under this Easement Agreement.

3. <u>Continual Operation of Bugline Trail.</u> The Grantor's Property shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Grantee shall provide a minimum of seven days' notice of any such request. During original construction, Grantee anticipates three closures, to which Grantor hereby consents upon receipt of advance notice of the specific dates of the closures: tree felling, open cut of trail to install pipe and temporary patch, and final restoration. Notwithstanding the foregoing, in event of emergency defined as where time is of the essence for the safety of the public, or for unanticipated emergency maintenance or repair of Grantee's Facilities, Grantee shall have the right to temporarily exclude users of the Bugline Trail from the Easement Area and will notify Grantor within 24 hours of same and identify the term of exclusion.

WI-WK-009.100

File Number: 178-O-113

4. <u>Restoration.</u> 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 employees, agents, or contractors no later than 45 days upon completion of the construction as set forth in Exhibits A and B. This restoration however does not apply to any trees, bushes, branches or roots for which Grantee has obtained prior approval to remove which may interfere with Grantee's use of the easement area.

Grantor's Continuing Rights / Encroachments. Grantor may fully use and enjoy the 5. Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Easement Area during the original construction of the Facilities, unless such structures or encroachments are preexisting at the time of this Agreement or otherwise specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Easement Area during the original construction of the Facilities, (iii) change the depth of cover over the Easement Area during the original construction of the Facilities containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Easement Area during the original construction of the Facilities, nor cause the Easement Area during the original construction of the Facilities to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Easement Area, using methods permitted by law, Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Easement Area. Grantor reserves the right to grant easement rights to other persons or entities as Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement and/or do not interfere with Grantee's full enjoyment of the easement rights granted herein.

6. <u>Compliance with Applicable Laws</u>. Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

7. <u>Indemnity</u>. Grantee agrees to indemnify and hold harmless Grantor, its successors and assigns, from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "Claims") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims arise out of the acts, errors or omissions of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement, excepting however any liability, claims damages, costs and losses caused by the negligence of the Grantor, its successors and assigns.

8. <u>Further Assurances</u>. Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder.

9. <u>Successors and Assigns</u>. This Agreement and the covenants and agreements contained herein are covenants running with the land and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives. The right to assign is restricted. Grantee shall not assign this easement without the prior written approval of Grantor which said approval shall not unreasonably withheld or denied.

10. <u>Severability</u>. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

11. <u>Entire Agreement; Modification</u>. This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

12. <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Wisconsin without regard to conflicts laws or choice of law rules thereof. Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin or the United States District Court for the Eastern District of Wisconsin and the parties shall submit to the jurisdiction of said courts for such lawsuits.

WI-WK-009.100

Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI 23

13. Joint Efforts. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

14. <u>Authority</u>. Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

16. <u>Pre-construction assessments</u>. Prior to the start of construction, Grantee may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. Grantee agrees to provide advance notice of its intention to conduct pre-construction assessments and will request prior approval from Grantor if Grantee requires access to Grantor property outside of the Easement Area and such approval will not be unreasonably withheld.

17. **De-Watering.** In the event water pumping from ditch lines becomes necessary, Grantee will comply with all applicable federal, state, and local regulations. Grantee may place appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the Easement Area. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event Grantee's de-watering activities create the need for restoration to Grantor's land, crops, pasture, etc., Grantee will restore Grantor's land to the condition existing prior to the entry by Grantee or its agents no later than forty-five days after completion of construction. Notwithstanding the foregoing, in no event shall the placement of dewatering structures cause the closure of roads or County-owned trails prior approval of Grantor.

18. <u>Temporary Fence</u>. Grantee agrees to erect a temporary safety fence around the Easement Area.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:	GRANTOR:	
	Waukesha County, a Wisconsin municipal corporation	
	Ву:	
	Name:	
	Title:	

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged himself/herself to be the ______ of Waukesha County, a Wisconsin municipal corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires ______.

[SEAL]

Notary Public

WI-WK-009.100

Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI 25

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WITNESS:

GRANTOR:

Waukesha County, a Wisconsin municipal corporation

By:		
Name:		
Title:		

. .

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

acknowledged himself/herself to be the ________, personally appeared _______, who acknowledged himself/herself to be the ________ of Waukesha County, a Wisconsin municipal corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires

[SEAL]

Notary Public

WI-WK-009.100

WITNESS:	GRANTEE:
	ANR Pipeline Company, a Delaware corporation
	By:
	Name:
	Title:
	Ву:
	Name:
	Title:
STATE OF, COUNTY OF, to-wit: Before me, the undersigned officer, acknowledged themself to be the corporation, and that he/she, being authorized s therein contained, by signing on behalf of the co	DGMENT OF GRANTEE personally appeared, who
My commission expires	·
[SEAL]	Notary Public

WI-WK-009,100

service and the service of the servi

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STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged themself to be the ______ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this _____ day of _____, 20_____.

My commission expires ______.

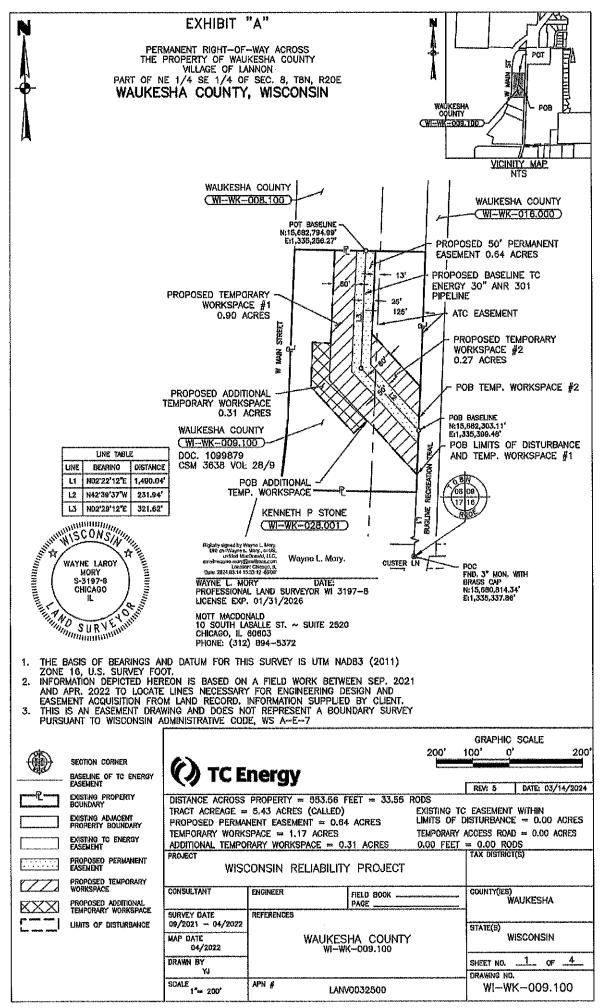
[SEAL]

Notary Public

This instrument was prepared by: Alyssa Trepl Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

WI-WK-009.100

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File Number: 178-O-113

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THE PART OF N	EXHIBIT MANENT RIGHT-OF- PROPERTY OF WAU VILLAGE OF LA VILLAGE OF LA E 1/4 SE 1/4 OF SHA COUNTY	-WAY ACROSS KESHA COUNTY INNON SEC. 8, T8N, R20E				
	G	ENERAL DESCRIPTION	NIG.			
THAT PART OF THE NORTHEAST ½ OF THE SOUTHEAST ½ OF SECTION EIGHT (8), TOWNSHIP EIGHT (8) NORTH, RANGE TWENTY (20) EAST, IN THE VILLAGE OF LANNON, COUNTY OF WAUKESHA, STATE OF WISCONSIN, IN DOCUMENT 1099879 OF THE WAUKESHA COUNTY, WISCONSIN COURTHOUSE BOUNDED AND DESCRIBED AS FOLLOWS:						
	PERMANENT EA	SEMENT CENTERLINE DESCRIPTION				
	FOR A PROPOSED FIFTY FOOT (50') WIDE PERMANENT EASEMENT LYING TWENTY-FIVE FEET (25') EACH SIDE OF THE BASELINE DESCRIBED BY THE TO ENERGY 30" ANR 301 PIPELINE;					
COMMENCING AT A FOUND 3-INCH MONUMENT, WITH A BRASS CAP, IN CUSTER LANE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND COMMON WITH THE EAST LINE OF THE LANDS OWNED NOW OR FORMERLY BY WAUKESHA COUNTY, NORTH 02° 22' 12" EAST A DISTANCE OF 1,490.04 FEET TO THE POINT OF BEGINNING (POB), SAID POB BEING THE BASELINE OF A PROPOSED TC ENERGY 30" ANR 301 PIPELINE;						
COURSES;	THENCE ALONG THE BASELINE OF SAID TC ENERGY 30" ANR 301 PIPELINE INCLUDING BENDS THE FOLLOWING COURSES;					
NORTH 42° 39' 37" WES		•	منا تعريض المحال المراجع			
	T PROPERTY, SA	321.62 FEET TO THE POINT OF TERMINATIO ID LINE BEING COMMON WITH THE SOUTH				
THE ABOVE DESCRIBED FIFTY FOOT (50') WIDE PERMANENT EASEMENT CONTAINS 0.64 ACRES, MORE OR LESS, HAVING A TOTAL CENTERLINE DISTANCE OF 553.56 LINEAR FEET (33.55 RODS).						
 THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NADB3 (2011) ZONE 16, U.S. SURVEY FOOT, INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE UNES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7 						
A		200'	GRAPHIC SCALE 100' 0' 200'			
BASELINE OF TO ENERGY	O TC F	nergy				
BASELINE OF TC ENERGY EASEMENT EXISTING PROPERTY BOUNDARY EXISTING ADJACENT PROPERTY BOUNDARY EXISTING TC ENERGY EXISTING TC ENERGY EXISTING TC ENERGY	DISTANCE ACROSS TRACT ACREAGE = PROPOSED PERMAI TEMPORARY WORKS ADDITIONAL TEMPO	PROPERTY = 553.56 FEET = 33.55 RODS 5.43 ACRES (CALLED) EXISTING TO NENT EASEMENT = 0.64 ACRES LIMITS OF I SPACE = 1.17 ACRES TEMPORARY	REV: 5 DATE: 03/14/2024 C EASEMENT WITHIN DISTURBANCE = 0.00 ACRES ACCESS ROAD = 0.00 ACRES = 0.00 RODS			
PROPOSED PERMANENT EASEMENT	PROJECT	CONSIN RELIABILITY PROJECT	TAX DISTRICT(S)			
PROPOSED TEMPORARY WORKSPACE PROPOSED ADDITIONAL TEMPORARY WORKSPACE	CONSULTANT	ENGINEER FIELD BOOK	COUNTY(IES) WAUKESHA			
LINETS OF DISTURBANCE	SURVEY DATE 09/2021 - 04/2022 MAP DATE 04/2022	REFERENCES WAUKESHA COUNTY WI-WK-009,100	state(s) WISCONSIN			
	DRAWN BY		SHEET NO2_ OF _4			
	SCALE 1"== 200"	APN # LANV0032500	WI-WK-009.100			

Referred on: 03/20/24

File Number: 178-O-113

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TEMPORARY EASEMENT

Tract Number: WI-WK-009.100 ROW Doc. No.:

THIS TEMPORARY EASEMENT (this "Agreement"), is made as of this ______day of ______, 20__, by and between Waukesha County, a Wisconsin municipal corporation, whose address is 515 West Moreland Boulevard, Room AC148, Waukesha, Wisconsin 53188 (whether one or more, the "Grantor"), and ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated May 1, 1987, from Menomonee Falls Land Co., Inc., a Wisconsin corporation to Waukesha County, a Wisconsin municipal corporation recorded in the Register of Deeds Office for Waukesha County, Wisconsin in Volume 892, Page 464, as Document Number 1423711 identified as parcel number

After recording return to: Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

Parcel No. LANV0032500

LANV0032500, being more particularly described as Certified Survey 1100714 recorded in the Office of the Register of Deeds of Waukesha County on the 30th day of July, 1979 in Vol. 28 CSM Page 30-31-32-33 and Certified Survey Map 1099879 recorded in the Register of Deeds of Waukesha County on 23rd day of July, 1979 in Vol. 28 CSM Pages 9-10-11, all in Waukesha County, State of Wisconsin (the "**Property**"); and

WHEREAS, Grantee desires the right to use that certain Temporary Easement Area (as defined below) in connection with the construction of Grantee's Wisconsin Reliability Project (the "**Project**") on, over, under, across and/or through Grantor's Property, in the area more particularly described in <u>Exhibit A</u> and Exhibit <u>B</u> attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Fourteen Thousand Eight Hundred Dollars (\$14,800.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Temporary Easement**. Grantor hereby grants to Grantee temporary easement rights in the in that portion of Grantor's Property described and/or depicted in Exhibit A and Exhibit B as "Temporary Workspace", "Additional Temporary Workspace" and/or "Staging Area" (collectively, the "Temporary Easement Area"). for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary Easement Area. Grantee shall also have all rights and privileges necessary for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary Easement Area.

2. <u>Limitations of Easement</u>, Grantee acknowledges the existence of a preexisting easement held by American Transmission Company, LLC ("ATC") on Grantor's property near the Temporary Easement Area and agrees that it shall not take any actions that constitute interference with the preexisting easement rights of ATC. Grantee further agrees that it shall at all times comply with the conditions, parameters and provisions sets forth in that certain agreement between Grantee and ATC dated July 13, 2023. Grantee further agrees and acknowledges that the preexisting easement held by ATC does not interfere with Grantee's rights under this Temporary Easement Agreement.

3. <u>Continual Operation of Bugline Trail.</u> The Grantor's Property shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Grantee shall provide a minimum of seven days' notice of any such request. During original construction, Grantee anticipates three closures, to which Grantor hereby consents upon receipt of advance notice of the specific dates of the closures: tree felling, open cut of trail to install pipe and temporary patch, and final restoration. Notwithstanding the foregoing, in event of emergency defined as where time is of the essence for the safety of the public, or for unanticipated emergency maintenance or repair of Grantee's Facilities, Grantee shall have the right to temporarily exclude users of the Bugline Trail from the Temporary Easement Area and will notify Grantor within 24 hours of same and identify the term of exclusion.

4. <u>Grantor's Continuing Rights / Encroachments.</u> Grantor may fully use and enjoy the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights

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hereunder. Grantor reserves the right to grant easement rights to other persons or entities as Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement and/or do not interfere with Grantee's full enjoyment of the temporary easement rights granted herein.

5. <u>Restoration</u>. Grantee shall promptly restore the Temporary Easement Area as near as practicable to the condition existing prior to the entry by Grantee or its agents and to the reasonable satisfaction of the Grantor no later than forty-five days prior to the expiration of this temporary easement. In the instance of any claims of damage to Grantor's land or property, Grantor agrees to provide reasonable access to Grantee so that necessary repair, reclamation, or restoration work can be performed.

6. <u>Indemnity.</u> Grantee agrees to indemnify and hold harmless Grantor, its successors and assigns, from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "Claims") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims arise out of the acts, errors or omissions of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement, excepting however any liability, claims damages, costs and losses caused by the negligence of the Grantor, its successors and assigns.

7. <u>Term</u>. This Temporary Easement shall commence on the date of this Agreement and terminate on December 31, 2026.

8. <u>Additional Rights</u>. In addition to the rights granted herein, should restoration be required on the Property outside the easement granted herein, Grantee may request right to take all actions necessary to complete such restoration. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

9. <u>Successors and Assigns</u>. This Agreement and the rights granted hereunder may not be transferred or assigned by the Grantee without the prior written consent of the Grantor, which said consent shall not unreasonably be withheld.

10. <u>Severability</u>. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

11. <u>Entire Agreement; Modification</u>. This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

12. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to conflicts laws or choice of law rules thereof.

13. <u>Joint Efforts</u>. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

14. <u>Authority</u>. Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

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17. **De-Watering.** In the event water pumping from ditch lines becomes necessary, Grantee will comply with all applicable federal, state, and local regulations. Grantee may place appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the Temporary Easement Area. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event Grantee's de-watering activities create the need for restoration to Grantor's land, crops, pasture, etc., Grantee will restore Grantor's land to

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Referred to: FI 32

the condition existing prior to the entry by Grantee or its agents no later than forty-five days prior to the expiration of the Temporary Easement. Notwithstanding the foregoing, in no event shall the placement of dewatering structures cause the closure of roads or County-owned trails without prior approval of Grantor.

18. <u>Temporary Fence</u>. Grantee agrees to erect a temporary safety fence around the Temporary Easement Area.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

WI-WK-009.100

Referred on: 03/20/24

File Number: 178-O-113

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:	GRANTOR:
	Waukesha County, a Wisconsin municipal corporation
	Ву:
	Name:
	Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged himself/herself to be the ______ of Waukesha County, a Wisconsin municipal corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires ______.

[SEAL]

Notary Public

WI-WK-009.100

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		GRANTOR:	
		Waukesha County, a Wis corporation	consin municipal
		By:	
		Name:	
		Title:	
	ACKNOWLEDG	MENT OF GRANTOR	
STATE OF			
COUNTY OF	, to-wit:		
Before me, th	e undersigned officer, pe	rsonally appeared	who
almowind and humanif			
acknowledged himself/ municipal corporation	nerself to be the	horized so to do, executed the for	county, a wisconsing egoing instrument for
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WITNESS:	GRANTEE:	
	ANR Pipeline Company, a Delaware corporation	
	By:	
	Name:	
	Title:	
	By:	
	Name:	
	Title:	
AC STATE OF COUNTY OF	IOWLEDGMENT OF GRANTEE	
Before me, the undersign acknowledged themself to be the	officer, personally appeared of ANR Pipeline Company porized so to do, executed the foregoing instrument for	, a Delaware
Given under my ha	and official seal this day of	_, 20
My commission e	es	
[SEAL]	Notary Public	_

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STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged themself to be the ______ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires ______.

[SEAL]

Notary Public

This instrument was prepared by: Alyssa Trepl Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

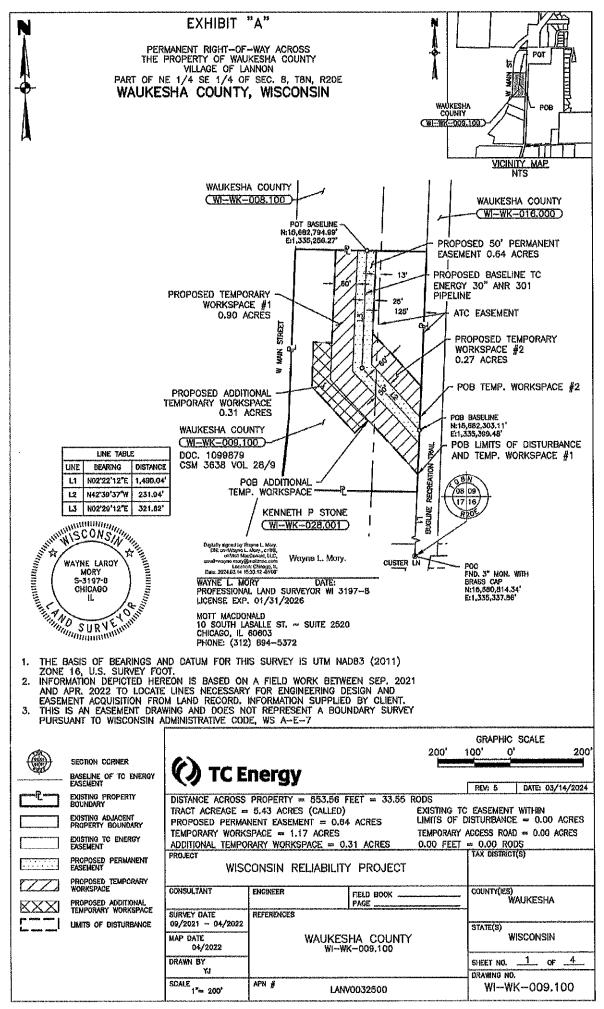
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Referred to: FI 37

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Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI

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THE PART OF N	EXHIBIT MANENT RIGHT-OF PROPERTY OF WAU VILLAGE OF LA E 1/4 SE 1/4 OF SHA COUNTY	-WAY ACROSS KESHA COUNTY INNON SEC. 8, T8N, R20E , WISCONSIN	POT POT POT POB		
A		CW=W			
	TEMPORAR	Y WORKSPACE #1 DESCRIPTION	NTS		
CORNER OF SAID SECTION EAST LINE OF THE LANDS (DISTANCE OF 1,369.90 FEET	COMMENCING AT A FOUND 3-INCH MONUMENT, WITH A BRASS CAP, IN CUSTER LANE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND COMMON WITH THE EAST LINE OF THE LANDS OWNED NOW OR FORMERLY BY WAUKESHA COUNTY, NORTH 02° 22' 12" EAST A DISTANCE OF 1,369.90 FEET TO THE POINT OF BEGINNING (POB), SAID POB BEING THE SOUTHEAST CORNER OF TEMPORARY WORKSPACE #1;				
NORTH 42°39'37" WEST NORTH 02°29'12" EAST SOUTH 88°48'44" EAST TO THE WESTERLY LINE OF THENCE CONTINUING ALONG SOUTH 02°29'12" WEST SOUTH 42°39'37" EAST THENCE SOUTH 02°22'12" WE	A DISTANCE OF 3 A DISTANCE OF 3 A DISTANCE OF 6 THE PREVIOUSLY 3, OVER, AND AC A DISTANCE OF 3 A DISTANCE OF 2 EST A DISTANCE	55.03 FEET TO THE NORTH LINE OF SAI 60.02 FEET ALONG THE NORTH LINE OF 7 DECRIBED 50 FOOT PERMANENT EASI ROSS SAID SUBJECT PROPERTY THE F	D SUBJECT PROPERTY; SAID SUBJECT PROPERTY EMENT; OLLOWING COURSES SECTION 8; BEGINNING (POB).		
	TEMPORAF	Y WORKSPACE #2 DESCRIPTION			
COMMENCING AT A FOUND 3-INCH MONUMENT, WITH A BRASS CAP, IN CUSTER LANE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND COMMON WITH THE EAST LINE OF THE LANDS OWNED NOW OR FORMERLY BY WAUKESHA COUNTY, NORTH 02° 22' 12" EAST A DISTANCE OF 1,625.28 FEET TO THE POINT OF BEGINNING (POB), SAID POB BEING THE SOUTHEAST CORNER OF TEMPORARY WORKSPACE #2 AND COMMON WITH THE NORTHERLY LINE OF PREVIOUSLY DESCRIBED FIFTY FOOT PERMANENT EASEMENT;					
NORTH 42°39'37" WEST NORTH 02°29'12" EAST / SOUTH 42°39'37" EAST / THENCE SOUTH 02°22'12" WE	A DISTANCE OF 1 A DISTANCE OF 8 A DISTANCE OF 1 EST A DISTANCE		SECTION 8; BEGINNING (POB).		
ZONE 16, U.S. SURVEY FOO 2. INFORMATION DEPICTED HER AND APR. 2022 TO LOCATE EASEMENT ACQUISITION FRO	DT. IEON IS BASED ON I LINES NECESSARY M LAND RECORD, WING AND DOES NO	IS SURVEY IS UTM NAD83 (2011) A FIELD WORK BETWEEN SEP. 2021 7 FOR ENGINEERING DESIGN AND INFORMATION SUPPLIED BY CLIENT. DT REPRESENT A BOUNDARY SURVEY E, WS A-E-7			
-		200	GRAPHIC SCALE ' 100' 0' 200'		
SECTION CORNER	() TC E	last last			
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PROPOSED TEMPORARY	WISC	CONSIN RELIABILITY PROJECT			
VI PROPOSED ADDITIONAL	CONSULTANT	ENGINEER FIELD BOOK	COUNTY(IES) WAUKÉSHA		
LIMITS OF DISTURBANCE	SURVEY DATE 09/2021 - 04/2022	REFERENCES	STATE(S)		
	MAP DATE 04/2022	WAUKESHA COUNTY WI-WK-009.100	WISCONSIN		
	DRAWN BY YJ		SHEET NO. 3 OF 4		
	SCALE 1"# 200'	APN # LANV0032500	DRAWING NO. WI-WK-009.100		

Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI

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THE PART OF	EXHIBIT RMANENT RIGHT-OF PROPERTY OF WAU VILLAGE OF 1/ NE 1/4 SE 1/4 OF SHA COUNTY	-WAY ACROSS KESHA COUNTY NNON * SEC. 8, T8N, R20E	WAUKESH COUNTY CWI-WK-2009	
VICINITY MAP NTS ADDITIONAL TEMPORARY WORKSPACE DESCRIPTION COMMENCING AT A FOUND 3-INCH MONUMENT, WITH A BRASS CAP, IN CUSTER LANE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND COMMON WITH THE EAST LINE OF THE LANDS OWNED NOW OR FORMERLY BY WAUKESHA COUNTY, NORTH 02° 22' 12" EAST A DISTANCE OF 1,369.90 FEET TO THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED TEMPORARY WORKSPACE #1, THENCE ALONG THE SOUTHERLY LINE OF SAID WORKSPACE NORTH 42°39'37" WEST A DISTANCE OF 200.03' FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID WORKSPACE NORTH 42°39'37" WEST A DISTANCE OF 200.03' FEET; THENCE ALONG OF 60.00 FEET; NORTH 42°39'37" WEST A DISTANCE OF 60.00 FEET; NORTH 42°39'37" WEST A DISTANCE OF 120.79 FEET; SOUTH 47°20'23" WEST A DISTANCE OF 120.79 FEET; SOUTH 87°30'48" EAST A DISTANCE OF 50.00 FEET TO THE WEST LINE OF THE ABOVE DESCRIBED TEMPORARY WORKSPACE #1; THENCE WITH SAID LINE; SOUTH 02°29'12" WEST A DISTANCE OF 100.00 FEET SOUTH 42°39'37" EAST A DISTANCE OF 152.15 FEET BACK TO THE POINT OF BEGINNING (POB). THE ABOVE DESCRIBED ADDITIONAL TEMPORARY WORKSPACE CONTAINS 0.31 ACRES, MORE OR LESS,				
ZONE 16, U.S. SURVEY FO 2. INFORMATION DEPICTED HEI AND APR. 2022 TO LOCATI EASEMENT ACQUISITION FRO	ot, Reon is based on E lines necessary DM land record.	S SURVEY IS UTM NADB3 (2011) A FIELD WORK BETWEEN SEP, 20 FOR ENGINEERING DESIGN AND INFORMATION SUPPLIED BY CLIENT. T REPRESENT A BOUNDARY SURVE		
PURSUANT TO WISCONSIN A SECTION CORNER BASELINE OF TC ENERGY EASEMENT EXISTING PROPERTY BOUNDARY PROPERTY BOUNDARY EXISTING ADMONTRY EXISTING TC ENERGY EASEMENT	DISTANCE ACROSS TRACT ACREAGE = PROPOSED PERMAI TEMPORARY WORKS ADDITIONAL TEMPO	N B (Naar-Wintel) - Galera and Kompanya ang kang na ang	RODS EXISTING TO LIMITS OF D TEMPORARY	GRAPHIC SCALE 100' 0' 200 REV: 5 DATE: 03/14/2024 EASEMENT WITHIN DISTURBANCE = 0.00 ACRES AGCESS ROAD = 0.00 ACRES = 0.00 RODS = 0.00 RODS
PROPOSED PERMANENT PROPOSED TEMPORARY WORKSPACE PROPOSED ADDITIONAL TEMPORARY WORKSPACE LIMITS OF DISTURBANCE	PROJECT WISC CONSULTANT SURVEY DATE 09/2021 - 04/2022 MAP DATE 04/2022 DRAWN BY YJ	CONSIN RELIABILITY PROJECT	{	TAX DISTRICT(S) COUNTY(IES) WAUKESHA STATE(S) WISCONSIN SHEET NO. 4 of 4
	SCALE 1"** 200'	APN # LANV0032500		DRAWING NO. WI-WK-009.100

Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI

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CONFIDENTIAL

LANDOWNER PAYMENT SUMMARY

Tract: WI-WK-009.100

Check No:_____

Landowner Name: Waukesha County

Project Name: Wisconsin Reliability Project - PL2

PERMANENT	EASEMENT AND	TEMPORARY W	ORKSPACE		
	LENGTH	WIDTH	ACREAGE	PRICE/ACRE	EASEMENT TOTAL
Permanent Easement			0.64	\$20,000.00	\$12,800.00
Temporary Workspace			1.17	\$10,000.00	\$11,700.00
Additional Temporary Workspace			0.31	\$10,000.00	\$3,100.00
Staging Area			0.00		\$0.00
Temporary Access Road			0.00		\$0.00
Total Consideration for Perma	ent and Tempora	ary Workspace	Acreage		\$27,600.00

CROP DAMAGES

	CROP TYPE	UNIT PRICE	YIELD	ACREAGE	PERCENTAGE	TOTAL
1ST YR						\$0.00
2ND YR						\$0.00
3RD YR						\$0.00
	Total Consider	ation for Crop Dat	nages			\$0.00

GENERAL DAMAGES/OTHER DAMAGES/

Total Consideration	
Percent Ownership	
Amount Paid	

Amount Paid Amount Owed

LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

Notes:

Referred on: 03/20/24

File Number: 178-O-113

\$27,600.00 100% \$27,600.00

\$27,600.00

Attachment C

EASEMENT AGREEMENT

Tract Number: WI-WK-016.000 ROW Doc, No.:

THIS EASEMENT AGREEMENT (this "Agreement"), is made as of this _____day of _____, 20__, by and between Waukesha County, a Municipal Corporation, whose address is 514 West Moreland Boulevard, Waukesha, Wisconsin 53188-2428 (whether one or more, the "Grantor"), and ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Quitclaim Deed, dated December 12, 1978, from Stanley E.G. Hillman, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul, and Pacific Railroad Company to Waukesha County, a Municipal Corporation recorded in the Register of Deeds Office for Waukesha County, After recording return to: Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

Parcel No. MNFV0035994

recorded in the Register of Deeds Office for Waukesha County, Wisconsin in Volume 337, Page 1352 as Document No. 1076278, identified as parcel number MNFV0035994, being more particularly described as the SW ¼ of the SE ¼ of Section 4; AND the NW ¼ of the SE ¼ of Section 4; AND the NE ¼ of the SE ¼; of Section 4; AND the NW ¼ of the NW ¼ of the SW ¼ of the SW ¼ of the SW ¼ of the SW ¼; of Section 9; AND the SW ¼ of the NW ¼; of Section 9; AND the NW ¼ of the NW ¼; of Section 9; AND the SW ¼ of the NW ¼; of Section 9; AND the NW ¼ of the NW ¼; of Section 9; AND the SW ¼ of the SW ¼ of the SW ¼; of Section 9; AND the SW ¼ of the SW ¼ of the NW ¼; of Section 9; AND the SW ¼ of the SW ¼; of Section 4; AND all that part of the NW ¼ of the SW ¼ of Section 3; all in T8N, R20E, Waukesha County, Wisconsin (the "**Property**"); and

WHEREAS, Grantee desires the right to use an easement in connection with the construction, operation, and maintenance of Grantee's Facilities (as defined below), on, over, under and through a part of Grantor's Property, which easement is more particularly described in <u>Exhibit A and Exhibit B</u> attached hereto and incorporated herein, hereinafter referred to as the "Easement Area".

NOW THEREFORE, in consideration of the sum of Two Thousand Dollars (\$2,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement**. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, a permanent easement in the Easement Area to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, remove and/or abandon in place one or more pipelines and all below ground equipment and appurtenances thereto, including but not limited to fittings and regulators (collectively, the "Facilities") for the transportation of natural gas, its related byproducts, and water through pipelines under a strip of land 50 feet in width, as more particularly described in Exhibit A and Exhibit B. Grantee is also granted the associated necessary rights to: A) Place pipeline markers and cathodic protection equipment area above and below ground on the Easement Area; B) Clear, cut, trim and remove and trees, brush, shrubbery, overhanding branches or other vegetation in the easement area, using methods permitted by law, that in Grantee's judgment may interfere with the Grantee's full use of the Easement Area for the purposes stated herein or that pose a threat to the safe and reliable operation in the Easement Area for the purpose of exercising the easement rights granted herein.

2. <u>Limitations of Easement.</u> Grantee acknowledges the existence of a preexisting easement held by American Transmission Company, LLC ("ATC") on Grantor's property near the Easement Area and agrees that it shall not take any actions that constitute interference with the preexisting easement rights of ATC. Grantee further agrees that it shall at all times comply with the conditions, parameters and provisions sets forth in that certain agreement between Grantee and ATC dated July 13, 2023. Grantee further agrees and acknowledges that the preexisting easement held by ATC does not interfere with Grantee's rights under this Easement Agreement.

3. <u>Continual Operation of Bugline Trail.</u> The Grantor's Property shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Grantee shall provide a minimum of seven days' notice of any such request. During original construction, Grantee anticipates three closures, to which Grantor hereby consents upon receipt of advance notice of the specific dates of the closures: tree felling, open cut of trail to install pipe and temporary patch, and final restoration. Notwithstanding the foregoing, in event of emergency defined as where time is of the essence for the safety of the public, or for unanticipated emergency maintenance or repair of Grantee's Facilities, Grantee shall have the right to temporarily exclude

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users of the Bugline Trail from the Easement Area and will notify Grantor within 24 hours of same and identify the term of exclusion.

4. **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 employees, agents, or contractors no later than 45 days upon completion of the construction as set forth in Exhibits A and B. This restoration however does not apply to any trees, bushes, branches or roots for which Grantee has obtained prior approval to remove which may interfere with Grantee's use of the easement area.

Grantor's Continuing Rights / Encroachments. Grantor may fully use and enjoy the Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Easement Area during the original construction of the Facilities, unless such structures or encroachments are preexisting at the time of this Agreement or otherwise specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Easement Area during the original construction of the Facilities, (iii) change the depth of cover over the Easement Area during the original construction of the Facilities containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Easement Area during the original construction of the Facilities, nor cause the Easement Area during the original construction of the Facilities to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Easement Area, using methods permitted by law. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Easement Area. Grantor reserves the right to grant easement rights to other persons or entities as Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement and/or do not interfere with Grantee's full enjoyment of the easement rights granted herein.

6. <u>Compliance with Applicable Laws</u>. Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

7. <u>Indemnity</u>. Grantee agrees to indemnify and hold harmless Grantor, its successors and assigns, from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "Claims") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims arise out of the acts, errors or omissions of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement, excepting however any liability, claims damages, costs and losses caused by the negligence of the Grantor, its successors and assigns.

8. <u>Further Assurances</u>. Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder.

9. <u>Successors and Assigns</u>. This Agreement and the covenants and agreements contained herein are covenants running with the land and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives. The right to assign is restricted. Grantee shall not assign this easement without the prior written approval of Grantor which said approval shall not unreasonably withheld or denied.

10. <u>Severability</u>. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

11. <u>Entire Agreement; Modification</u>. This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

12. <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Wisconsin without regard to conflicts laws or choice of law rules thereof. Any lawsuits related to or

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arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin or the United States District Court for the Eastern District of Wisconsin and the parties shall submit to the jurisdiction of said courts for such lawsuits.

13. Joint Efforts. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

14. <u>Authority</u>. Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

16. <u>Pre-construction assessments</u>. Prior to the start of construction, Grantee may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. Grantee agrees to provide advance notice of its intention to conduct pre-construction assessments and will request prior approval from Grantor if Grantee requires access to Grantor property outside of the Easement Area and such approval will not be unreasonably withheld.

17. **De-Watering.** In the event water pumping from ditch lines becomes necessary, Grantee will comply with all applicable federal, state, and local regulations. Grantee may place appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the Easement Area. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event Grantee's de-watering activities create the need for restoration to Grantor's land, crops, pasture, etc., Grantee will restore Grantor's land to the condition existing prior to the entry by Grantee or its agents no later than forty-five days after completion of construction. Notwithstanding the foregoing, in no event shall the placement of dewatering structures cause the closure of roads or County-owned trails prior approval of Grantor.

18. <u>Temporary Fence.</u> Grantee agrees to erect a temporary safety fence around the Easement Area.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

WI-WK-016.000

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:	GRANTOR:	
	Waukesha County, a Municipal Corporation	
	By:	
	Name:	
	Title:	

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared	و
who acknowledged themself to be the	of Waukesha
County, a Municipal Corporation , and that he/she, being authorized so to do, instrument for the purposes therein contained, by signing on behalf of the corporat	
Given under my hand and official seal this day of	, 20
My commission expires	_•

[SEAL]

Notary Public

WI-WK-016.000

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WITNESS:

GRANTOR:

Waukesha County, a Municipal Corporation

By:
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged themself to be the _______ of Waukesha County, a Municipal Corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires ______.

[SEAL]

Notary Public

WI-WK-016.000

Referred on: 03/20/24

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WITNESS:	GRANTEE:	
	ANR Pipeline Company, a Delaware corporation	
	By:	
	Name:	
	Title:	
	Ву:	
	Name:	
	Title:	
AG	CKNOWLEDGMENT OF GRANTEE	
STATE OF	د	
COUNTY OF	, to-wit:	
acknowledged themself to be the	ned officer, personally appeared of ANR Pipeline Compan	y, a Delaware
corporation, and that he/she, being therein contained, by signing on bel	authorized so to do, executed the foregoing instrument f	or the purposes
Given under my h	and and official seal this day of	_, 20
My commission e	xpires .	

[SEAL]

Notary Public

WI-WK-016.000

STATE OF _____,

COUNTY OF ______, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged themself to be the ______ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires ______.

[SEAL]

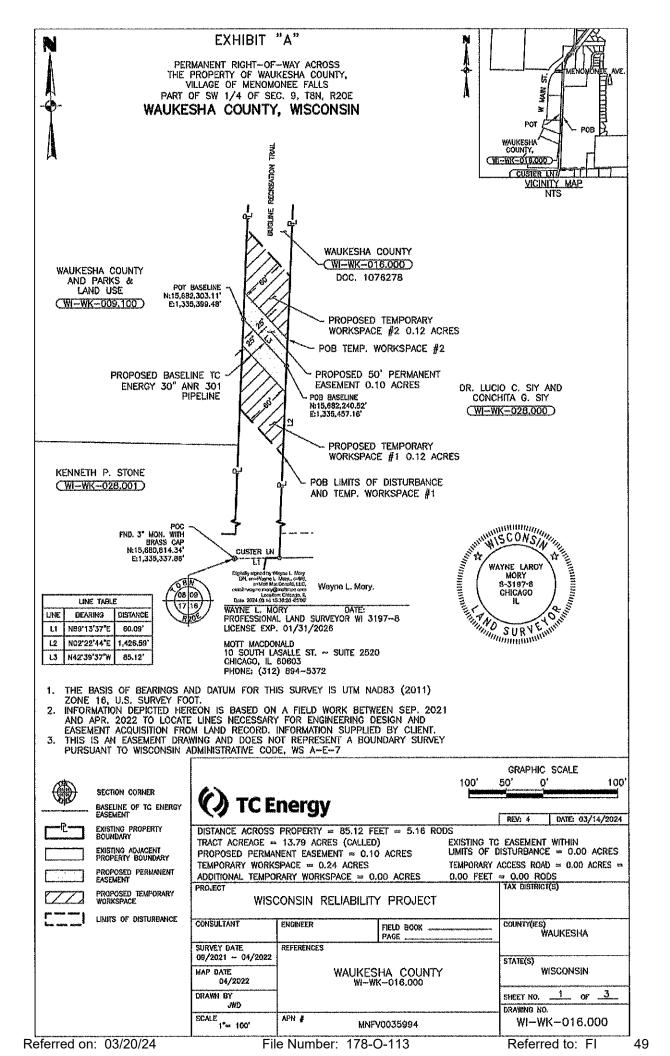
Notary Public

This instrument was prepared by: Alyssa Trepl Ohio Valley Acquisition 1305 N Barker Rd, Suite 8 Brookfield, WI 53045

WI-WK-016.000

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	THE	EXHIBIT	-WAY ACROSS IKESHA COUNTY, ONEE FALLS IC. 9, T8N, R20E	ł	To MENOWONE AN To MENOWONE AN POT POB WAUKESHA CUINTY, CHI-WE-OTEGOOD CUISTER DATA VICINITY MAP NTS
EAST, IN THE VILLAGE OF MENOMONEE FALLS, COUNTY OF WAUKESHA, STATE OF WISCONSIN, IN DOCUMENT 1076278 OF THE WAUKESHA COUNTY, WISCONSIN COURTHOUSE BOUNDED AND DESCRIBED AS FOLLOWS; PERMANENT EASEMENT CENTERLINE DESCRIPTION FOR A PROPOSED FIFTY FOOT (60') WIDE PERMANENT EASEMENT LYING TWENTY-FIVE FEET (25') EACH SIDE OF THE BASELINE DESCRIBED BY THE TO ENERGY 30' ANN 301 PIPELINE: COMMENCING AT A FOUND 3-INCH MONUMENT, WITH A BRASS CAP, IN CUSTER LANE, THE SOUTHWEST CORNET F SAID SECTION 9; THENCE EAST, ALONG THE SOUTH LINE OF SAID SECTION 9, NORTH 89' 13' 37' EAST A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF LANDB AND COMMON WITH THE EAST LINE OF THE SUBJECT THENCE FAST, ALONG THE SOUTH LINE OF SAID SECTION 9, NORTH 89' 13' 37' EAST A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF LANDB AND COMMON WITH THE EAST LINE OF THE SUBJECT THENCE ALONG THE WEST LINE OF TANDE OF 14, 23: 69 FEET TO THE POINT OF TERMINATIO GONGTHIC 02' 22' 4' EAST A DISTANCE OF 68.01 THE MASELINE OF A PROPOSED TC ENERGY 30' ANS 301 PIPELINE: THENCE EVER AND ACROSS SAID BULHCT PROPERTY AND ALONG GENTRE OF SAID FIFTY FOOT (60') PERMANENT EASEMENT, NORTH 42' 39' 37' WEST A DISTANCE OF 85.12 FEET TO THE POINT OF TERMINATION (POT) ON THE WEST LINE OF THE SUBJECT PROPERTY AND ALONG GENTRE OF SAID FIFTY FOOT (60') PERMANENT EASEMENT, NORTH 42' 39' 37' WEST A DISTANCE OF 85.12 FEET TO THE POINT OF TERMINATION (POT) ON THE WEST LINE OF THE SUBJECT PROPERTY AND ALONG GENTRE OF SAID FIFTY FOOT (60') WAUKESHA COUNTY. THE ABOVE DESCRIBED FIFTY FOOT (60') WIDE PERMANENT EASEMENT CONTAINS 0.10 ACRES, MORE OR LESS MAVING A TOTAL CENTERLINE DISTANCE OF 85.12 LINEAR FEET (6.16 RODS). SOUND THE DISTANCE OF 85.12 LINEAR FEET (5.16 RODS). SOUND THE DISTANCE OF 85.12 LINEAR FEET (5.16 RODS). SOUND THE DISTANCE OF 85.12 LINEAR FEET (5.16 RODS). SOUND THE DISTANCE OF 85.12 LINEAR FEET (5.16 RODS). SOUND THE DISTANCE OF 85.12 LINEAR FEET (5.16 RODS		G	ENERAL DESCI	RIPTION	
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TEMPORARY EASEMENT

Tract Number: WI-WK-016.000 ROW Doc. No.:

THIS TEMPORARY EASEMENT (this "Agreement"), is made as of this _____ day of _____, 20__, by and between Waukesha County, a Municipal Corporation, whose address is 514 West Moreland Boulevard, Waukesha, Wisconsin 53188-2428 (whether one or more, the "Grantor"), and ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Partics."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Quitclaim Deed, dated December 12, 1978, from Stanley E.G. Hillman, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul, and Pacific Railroad Company to Waukesha County, a Municipal Corporation recorded in the Register of Deeds Office for Waukesha County, After recording return to: Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

Parcel No. MNFV0035994

Wisconsin in Volume 337, Page 1352 as Document No. 1076278, identified as parcel number MNFV0035994, being more particularly described as the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4; AND the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4; AND the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4; AND the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9; AND the NW $\frac{1}{4}$ of Section 9; AND the SW $\frac{1}{4}$ of Section 9; AND the NW $\frac{1}{4}$ of Section 9; AND the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; of Section 9; AND the NW $\frac{1}{4}$; of Section 9; AND the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; of Section 9; AND the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; of Section 9; AND the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; of Section 3; all in T8N, R20E, Waukesha County, Wisconsin (the "Property"); and

WHEREAS, Grantee desires the right to use that certain Temporary Easement Area (as defined below) in connection with the construction of Grantee's Wisconsin Reliability Project (the "**Project**") on, over, under, across and/or through Grantor's Property, in the area more particularly described in Exhibit A and Exhibit B attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Two Thousand Four Hundred Dollars (\$2,400.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. <u>Grant of Temporary Easement</u>. Grantor hereby grants to Grantee temporary easement rights in the in that portion of Grantor's Property described and/or depicted in <u>Exhibit A and Exhibit B</u> as "Temporary Workspace", "Additional Temporary Workspace" and/or "Staging Area" (collectively, the "Temporary Easement Area"). for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary Easement Area. Grantee shall also have all rights and privileges necessary for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary Easement Area.

2. <u>Limitations of Easement</u>. Grantee acknowledges the existence of a preexisting easement held by American Transmission Company, LLC ("ATC") on Grantor's property near the Temporary Easement Area and agrees that it shall not take any actions that constitute interference with the preexisting easement rights of ATC. Grantee further agrees that it shall at all times comply with the conditions, parameters and provisions sets forth in that certain agreement between Grantee and ATC dated July 13, 2023. Grantee further agrees and acknowledges that the preexisting easement held by ATC does not interfere with Grantee's rights under this Temporary Easement Agreement.

3. <u>Continual Operation of Bugline Trail.</u> The Grantor's Property shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Grantee shall provide a minimum of seven days' notice of any such request. During original construction, Grantee anticipates three closures, to which Grantor hereby consents upon receipt of advance notice of the specific dates of the closures: tree felling, open cut of trail to install pipe and temporary patch, and final restoration. Notwithstanding the foregoing, in event of emergency defined as where time is of the essence for the safety of the public, or for unanticipated emergency maintenance or repair of Grantee's Facilities, Grantee shall have the right to temporarily exclude users of the Bugline Trail from the Temporary Easement Area and will notify Grantor within 24 hours of same and identify the term of exclusion.

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4. <u>Grantor's Continuing Rights / Encroachments.</u> Grantor may fully use and enjoy the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder. Grantor reserves the right to grant easement rights to other persons or entities as Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement and/or do not interfere with Grantee's full enjoyment of the temporary easement rights granted herein.

5. <u>Restoration</u>. Grantee shall promptly restore the Temporary Easement Area as near as practicable to the condition existing prior to the entry by Grantee or its agents and to the reasonable satisfaction of the Grantor no later than forty-five days prior to the expiration of this temporary easement. In the instance of any claims of damage to Grantor's land or property, Grantor agrees to provide reasonable access to Grantee so that necessary repair, reclamation, or restoration work can be performed.

6. <u>Indemnity</u>. Grantee agrees to indemnify and hold harmless Grantor, its successors and assigns, from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "Claims") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims arise out of the acts, errors or omissions of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement, excepting however any liability, claims damages, costs and losses caused by the negligence of the Grantor, its successors and assigns.

7. <u>Term</u>. This Temporary Easement shall commence on the date of this Agreement and terminate on December 31, 2026.

 <u>Additional Rights</u>. In addition to the rights granted herein, should restoration be required on the Property outside the easement granted herein, Grantee may request right to take all actions necessary to complete such restoration. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

9. <u>Successors and Assigns</u>. This Agreement and the rights granted hereunder may not be transferred or assigned by the Grantee without the prior written consent of the Grantor, which said consent shall not unreasonably be withheld.

10. <u>Severability</u>. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

11. Entire Agreement; Modification. This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

12. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to conflicts laws or choice of law rules thereof.

13. <u>Joint Efforts</u>. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

14. <u>Authority</u>. Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

16. <u>Pre-construction assessments.</u> Prior to the start of construction, Grantee may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. Grantee agrees to provide advance notice of its intention to conduct pre-construction assessments and will request prior approval from Grantor if Grantee requires access to Grantor property outside of the Temporary Easement Area and such approval will not be unreasonably withheld.

17. De-Watering. In the event water pumping from ditch lines becomes necessary, Grantee will comply with all applicable federal, state, and local regulations. Grantee may place appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately

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Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI 52

adjacent to the Temporary Easement Area. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event Grantee's de-watering activities create the need for restoration to Grantor's land, crops, pasture, etc., Grantee will restore Grantor's land to the condition existing prior to the entry by Grantee or its agents no later than forty-five days prior to the expiration of the Temporary Easement. Notwithstanding the foregoing, in no event shall the placement of dewatering structures cause the closure of roads or County-owned trails without prior approval of Grantor.

18. <u>Temporary Fence.</u> Grantee agrees to erect a temporary safety fence around the Temporary Easement Area.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

WI-WK-016.000

Referred on: 03/20/24

File Number: 178-O-113

Referred to: FI 53

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:	GRANTOR:
	Waukesha County, a Municipal Corporation
<u>,</u>	By:
	Name:
	Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF ______,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared	ed	
who acknowledged themself to be the		of Waukesha
County, a Municipal Corporation , and that he/she, being instrument for the purposes therein contained, by signing on b		
Given under my hand and official seal this _	day of	, 20

My commission expires ______.

[SEAL]

Notary Public

WI-WK-016.000

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W	ITN	ESS:
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GRANTOR:

Waukesha County, a Municipal Corporation

Ву:	
Name:	
Title:	

ACKNOWLEDGMENT OF GRANTOR

STATE OF ______,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged themself to be the ______ of Waukesha County, a Municipal Corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires ______.

[SEAL]

Notary Public

WI-WK-016.000

WITNESS:	GRANTEE:
	ANR Pipeline Company, a Delaware corporation
We say	By:
	Name:
	Title:
	By:
	Name:
	Title:
STATE OF, COUNTY OF, to-wit: Before me, the undersigned officer, acknowledged themself to be the corporation, and that he/she, being authorized s therein contained, by signing on behalf of the co	DGMENT OF GRANTEE personally appeared, who of ANR Pipeline Company , a Delaware so to do, executed the foregoing instrument for the purposes ompany. cial seal this day of
My commission expires	·
[SEAL]	Notary Public

WI-WK-016.000

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STATE OF _____

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared ______, who acknowledged themself to be the ______ of ANR Pipeline Company, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires ______.

[SEAL]

Notary Public

This instrument was prepared by: Alyssa Trepl Ohio Valley Acquisition 1305 N Barker Rd. Suite 8 Brookfield, WI 53045

WI-WK-016.000

File Number: 178-O-113

CONFIDENTIAL

LANDOWNER PAYMENT SUMMARY

Tract: WI-WK-016.000

Check No:_____

Landowner Name: Waukesha County, a Municipal Corporation

Project Name: Wisconsin Reliability Project - PL-2

PERMANENT EASEMENT AND TEMPORARY WORKSPACE

PENVIANEN	I CASCINCIAL MIND	TEMIL OUWERLE	TOTAL PACE		
	LENGTH	WIDTH	ACREAGE	PRICE/ACRE	EASEMENT TOTAL
Permanent Easement		1	0.10	\$20,000.00	\$2,000.00
Temporary Workspace			0.24	\$ 10,0 00.00	\$2,400.00
Additional Temporary Workspace			0.00		\$0.00
Staging Area			0.00		\$0.00
Temporary Access Road			0.00		\$0.00
Total Consideration for Perma	anent and Tempora	ary Workspace	Acreage		\$4,400.00

CROP DAMAGES

CROP TYPE	UNIT PRICE YIELD	ACREAGE	PERCENTAGE	TOTAL
1ST YR				\$0.00
2ND YR				\$0.00
3RD YR				\$0.00
Total Conside	eration for Crop Damages			\$0.00

GENERAL DAMAGES/OTHER

DAMAGES/OTHER	DAMAGES/OTHER DESCRIPTION	AMOUNT
Total Considerat	ion for General Damages	\$0.00

Total Consideration Percent Ownership
Amount Paid

\$4,400.00 100% \$4,400.00 \$4,400.00

Amount Owed

LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

Notes: