

178th BOARD YEAR

LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref:	To:	Title
178-O-111	03/20/24 03/20/24	EX	ORD: Amend The Text Of Chapter 18 Of The Waukesha County Code Of 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-O-112	03/20/24 03/20/24	HS FI	ORD: 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
178-O-113	03/20/24 03/20/24	FI	ORD: Approve Easements To ANR Pipeline Company To Construct, Install, Operate And Maintain, Underground Utility Facilities On Waukesha County Property

1 AMEND THE TEXT OF CHAPTER 18 OF THE WAUKESHA COUNTY CODE OF
2 ORDINANCES REGARDING THE ADMINISTRATIVE REVIEW PROCESS

3
4 WHEREAS, pursuant to Wisconsin Statute Section 68.16, Waukesha County has elected not to
5 be governed by the municipal administrative review procedure set forth in Wisconsin Statutes
6 Chapter 68; and

7
8 WHEREAS, Waukesha County provides procedures for the administrative review of County
9 authority determinations under Article IV, Chapter 18 of the Waukesha County Code of
10 Ordinances (hereinafter the "Waukesha County Code"); and

11
12 WHEREAS, the purpose of the administrative review procedures set forth in Article IV, Chapter
13 18 of the Waukesha County Code is to provide review procedures where none are otherwise
14 expressly provided for under the Waukesha County Code, Wisconsin State Statutes or common
15 law; and

16
17 WHEREAS, Article IV, Section 18-153 of the Waukesha County Code sets forth matters that are
18 not subject to the administrative review procedures of the Waukesha County Code. However,
19 revisions are necessary to clarify that any matters that are subject to judicial review procedures
20 under any other County ordinance or resolution, state statute, or common law certiorari review
21 are not subject to the administrative review procedures under Article IV, Chapter 18; and

22
23 WHEREAS, it is desirable to amend Article IV, Section 18-154(d) of the Waukesha County
24 Code to permit the fact-finding hearing to be held at a later date if mutually agreed to by the
25 aggrieved person and the county authority; and

26
27 WHEREAS, Article IV, Section 18-156 provides for judicial review of any decision of the
28 executive committee, but the type of review available and timing of the request should be
29 clarified to avoid ambiguity.

30
31 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
32 that Article IV, Section 18-153, Subsection 3 of the Waukesha County Code of Ordinances is
33 hereby repealed and recreated to read as follows:

34
35 3. Any action subject to administrative or judicial review procedures under Wisconsin
36 Law, excepting Chapter 68 of the Wisconsin Statutes;

37
38 BE IT FURTHER ORDAINED that Article IV, Section 18-153, Subsection 8 of the Waukesha
39 County Code of Ordinances is hereby repealed and recreated to read as follows:

40
41 8. Any action subject to administrative or judicial review procedures prescribed by any
42 other county ordinance or resolution;

43
44 BE IT FURTHER ORDAINED that Article IV, Section 18-154, Subsection (d) of the Waukesha
45 County Code of Ordinances is hereby repealed and recreated to read as follows:

48 (d) Upon receipt of the request for administrative review, the executive committee shall
49 schedule a fact-finding hearing within thirty (30) days of the receipt of the request unless the
50 thirty-day period is enlarged by mutual agreement of the aggrieved person and the county
51 authority. A notice of the hearing date and time shall be served, by first class mail, upon the
52 aggrieved person, at least ten (10) days prior to the scheduled hearing date.
53

54 BE IT FURTHER ORDAINED that Article IV, Section 18-156 of the Waukesha County Code
55 of Ordinances is hereby repealed and recreated to read as follows:
56

57 **Section 18-156 Judicial review.**
58

59 The aggrieved person may seek judicial review of the final determination of the executive
60 committee by certiorari within 30 days of receipt of the final determination. The court
61 may affirm or reverse the final determination, or remand to the executive committee for
62 further proceedings consistent with the court's determination.



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

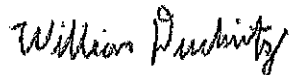
cc: Dawn Schicker, Chair WOW WDB
Analiese Smith, Director WOW WDB

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	Proj 2025
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	\$ 5,163
	Subtotal	\$ 7,111	\$ 9,557
TOTAL EXPENSES		\$ 90,870	\$ 108,741
TOTAL REVENUES	City/Grant & Medicaid	\$ 90,870	\$ 108,741



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

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,
14 LANV0032500, and MNFV0035994 as referenced in Attachments A, B, and C; and
15

16 WHEREAS, ANR has also requested temporary easement rights on County-owned land for all
17 purposes associated with the original construction of the project including the storing of vehicles,
18 equipment, supplies, and additional workspace; and
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
22 gas, including the customary growth and replacement thereof; and
23

24 WHEREAS, it is necessary to provide permanent and temporary easements from Waukesha
25 County to ANR for the purpose of constructing, installing, operating, and maintaining
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
33 County upon portions of County-owned lands on file with the Department of Parks and Land
34 Use are in all respects approved.
35

36 BE IT FURTHER ORDAINED that the Director of Parks and Land Use may execute the
37 permanent and temporary easements on behalf of Waukesha County, together with any other
38 documents necessary to accomplish the intended transactions.
39

40 BE IT FURTHER ORDAINED that the revenue from the permanent and temporary easements
41 be deposited in the Department of Parks and Land Use – Parkland Management and Land
42 Acquisition Fund.
43

FISCAL NOTE

APPROVE 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.

William Duckwitz

William Duckwitz
Budget Manager
3/18/2024
CH

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 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

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

Parcel No. MNFV0032999

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 Exhibit A and Exhibit B 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, overhanging 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. **Limitations of Easement.** 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. **Continual Operation of Bugline Trail.** 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-008.100

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.

5. **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. **Compliance with Applicable Laws.** 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. **Indemnity.** 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. **Further Assurances.** 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. **Successors and Assigns.** 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. **Severability.** 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. **Governing Law and Venue.** 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.

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. **Authority.** 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. **Counterparts.** 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. **Pre-construction assessments.** 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. **Temporary Fence.** 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

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

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

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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 _____.

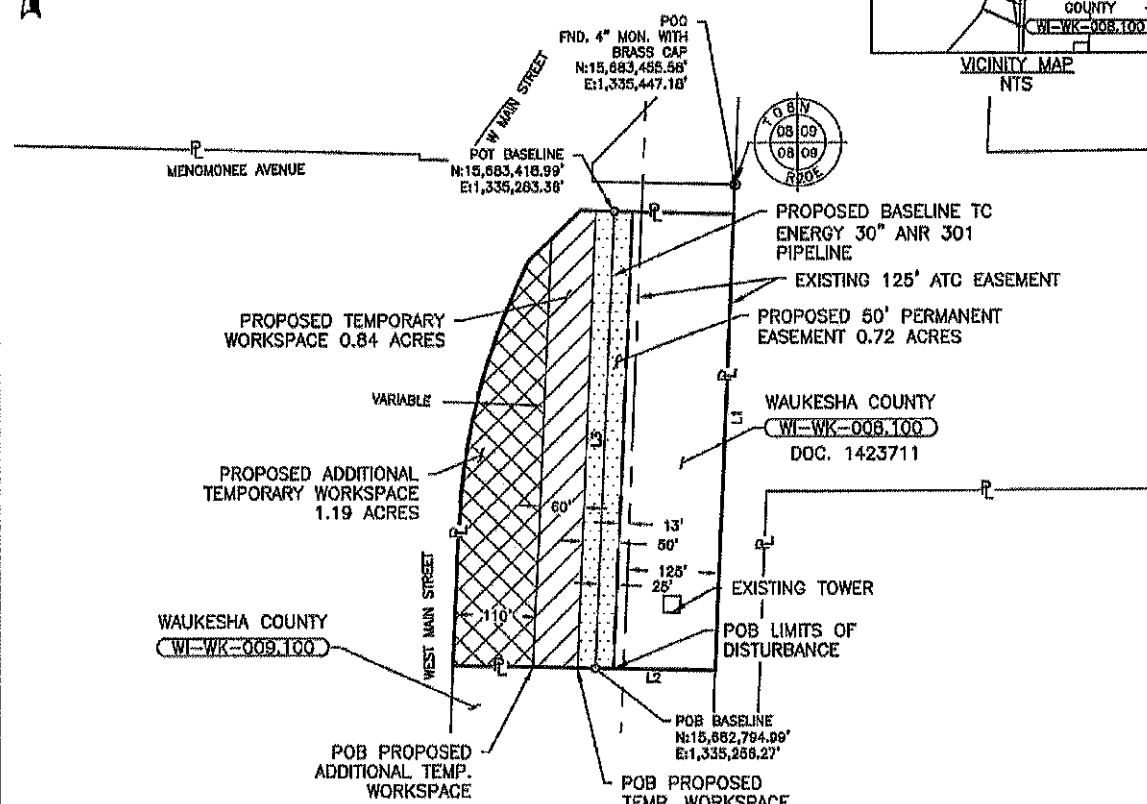
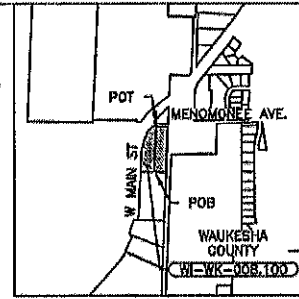
[SEAL]

Notary Public

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

EXHIBIT "A"

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

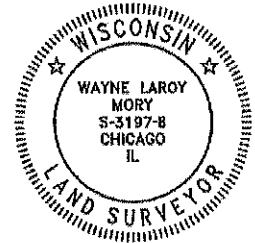


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°22'12\"/>	

Digitally signed by Wayne L. Mory.
DN: cn=Wayne L. Mory, c=US,
o=Matt MacDonald, LLC,
email=matt.macdonald@att.net,
location=Chicago, IL
Date: 2024.03.14 15:27:45 -0500

Wayne L. Mory,
DATE: _____
PROFESSIONAL LAND SURVEYOR WI 3197-B
LICENSE EXP. 01/31/2026

MOTT MACDONALD
10 SOUTH LASALLE ST. ~ SUITE 2520
CHICAGO, IL 60603
PHONE: (312) 894-5372



1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

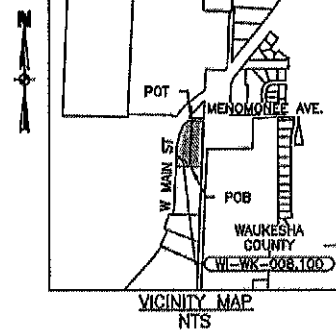
- SECTION CORNER
- BASELINE OF TC ENERGY EASEMENT
- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- EXISTING TC ENERGY EASEMENT
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY WORKSPACE
- PROPOSED ADDITIONAL TEMPORARY WORKSPACE
- LIMITS OF DISTURBANCE

		GRAPHIC SCALE	
DISTANCE ACROSS PROPERTY = 624.59 FEET = 37.85 RODS TRACT ACREAGE = 4.72 ACRES (CALLED) PROPOSED PERMANENT EASEMENT = 0.72 ACRES TEMPORARY WORKSPACE = 0.84 ACRES ADDITIONAL TEMPORARY WORKSPACE = 1.19 ACRES		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES TEMPORARY ACCESS ROAD = 0.00 ACRES 0.00 FEET = 0.00 RODS	
PROJECT: WISCONSIN RELIABILITY PROJECT			
CONSULTANT	ENGINEER	FIELD BOOK PAGE	TAX DISTRICT(S)
SURVEY DATE: 09/2021 ~ 04/2022 MAP DATE: 04/2022 DRAWN BY: YJ		REFERENCES: WAUKESHA COUNTY WI-WK-008.100	COUNTY(ES): WAUKESHA STATE(S): WISCONSIN SHEET NO. 1 OF 3 DRAWING NO. WI-WK-008.100
SCALE: 1" = 200'	APN #	MNFV0032999	



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



GENERAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION EIGHT (8), TOWNSHIP EIGHT (8) NORTH, RANGE TWENTY (20) EAST, IN THE VILLAGE OF MENOMONEE FALLS, COUNTY OF WAUKESHA, STATE OF WISCONSIN, IN DOCUMENT 1423711 OF THE WAUKESHA COUNTY, WISCONSIN COURTHOUSE BOUNDED AND DESCRIBED AS FOLLOWS;

PERMANENT EASEMENT CENTERLINE DESCRIPTION

FOR A PROPOSED FIFTY FOOT (50') WIDE PERMANENT EASEMENT LYING TWENTY-FIVE FEET (25') EACH SIDE OF THE BASELINE DESCRIBED BY THE TC ENERGY 30" ANR 301 PIPELINE:

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 OF 664.65 FEET TO THE SOUTH LINE OF THE SUBJECT PROPERTY AND COMMON WITH LANDS OWNED NOW OR FORMERLY BY WAUKESHA COUNTY, THENCE NORTH 88° 48' 44" WEST A DISTANCE OF 163.47 FEET TO THE POINT OF BEGINNING (POB) SAID POB BEING THE BASELINE OF A PROPOSED TC ENERGY 30" ANR 301 PIPELINE;

THENCE ALONG THE BASELINE OF SAID TC ENERGY 30" ANR 301 PIPELINE INCLUDING BENDS THE FOLLOWING COURSE;

NORTH 02° 20' 12" EAST A DISTANCE OF 624.59 FEET TO THE POINT OF TERMINATION (POT) ON THE NORTH LINE OF THE SUBJECT TRACT, SAID LINE ALSO BEING THE SOUTH RIGHT OF LINE OF MENOMONEE AVENUE.

THE ABOVE DESCRIBED FIFTY FOOT (50') WIDE PERMANENT EASEMENT CONTAINS 0.72 ACRES OF LAND, MORE OR LESS, HAVING A TOTAL CENTERLINE DISTANCE OF 624.59 LINEAR FEET (37.85 RODS).

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 18, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A--E--7

	GRAPHIC SCALE 200' 100' 0' 200'	
DISTANCE ACROSS PROPERTY = 624.59 FEET = 37.85 RODS TRACT ACREAGE = 4.72 ACRES (CALLED) PROPOSED PERMANENT EASEMENT = 0.72 ACRES TEMPORARY WORKSPACE = 0.84 ACRES ADDITIONAL TEMPORARY WORKSPACE = 1.19 ACRES		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES TEMPORARY ACCESS ROAD = 0.00 ACRES 0.00 FEET = 0.00 RODS
PROJECT WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)
CONSULTANT	ENGINEER	FIELD BOOK PAGE
SURVEY DATE 09/2021 -- 04/2022	REFERENCES	
MAP DATE 04/2022	WAUKESHA COUNTY WI-WK-008.100	
DRAWN BY YJ		
SCALE 1" = 200'	APN # MNFV0032989	COUNTY(IES) WAUKESHA STATE(S) WISCONSIN SHEET NO. <u>2</u> OF <u>3</u> DRAWING NO. WI-WK-008.100

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 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 Exhibit A and Exhibit B 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. **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. **Limitations of Easement.** 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. **Continual Operation of Bugline Trail.** 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. **Grantor's Continuing Rights/ Encroachments.** 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

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

Parcel No. MNFV0032999

WI-WK-008.100

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. **Restoration.** 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. **Indemnity.** 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. **Term.** This Temporary Easement shall commence on the date of this Agreement and terminate on December 31, 2026.

8. **Additional Rights.** 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. **Successors and Assigns.** 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. **Severability.** 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. **Governing Law.** 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. **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. **Authority.** 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. **Counterparts.** 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. **Pre-construction assessments.** 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 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. **Temporary Fence.** Grantee agrees to erect a temporary safety fence around the Temporary 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

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

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

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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 _____.

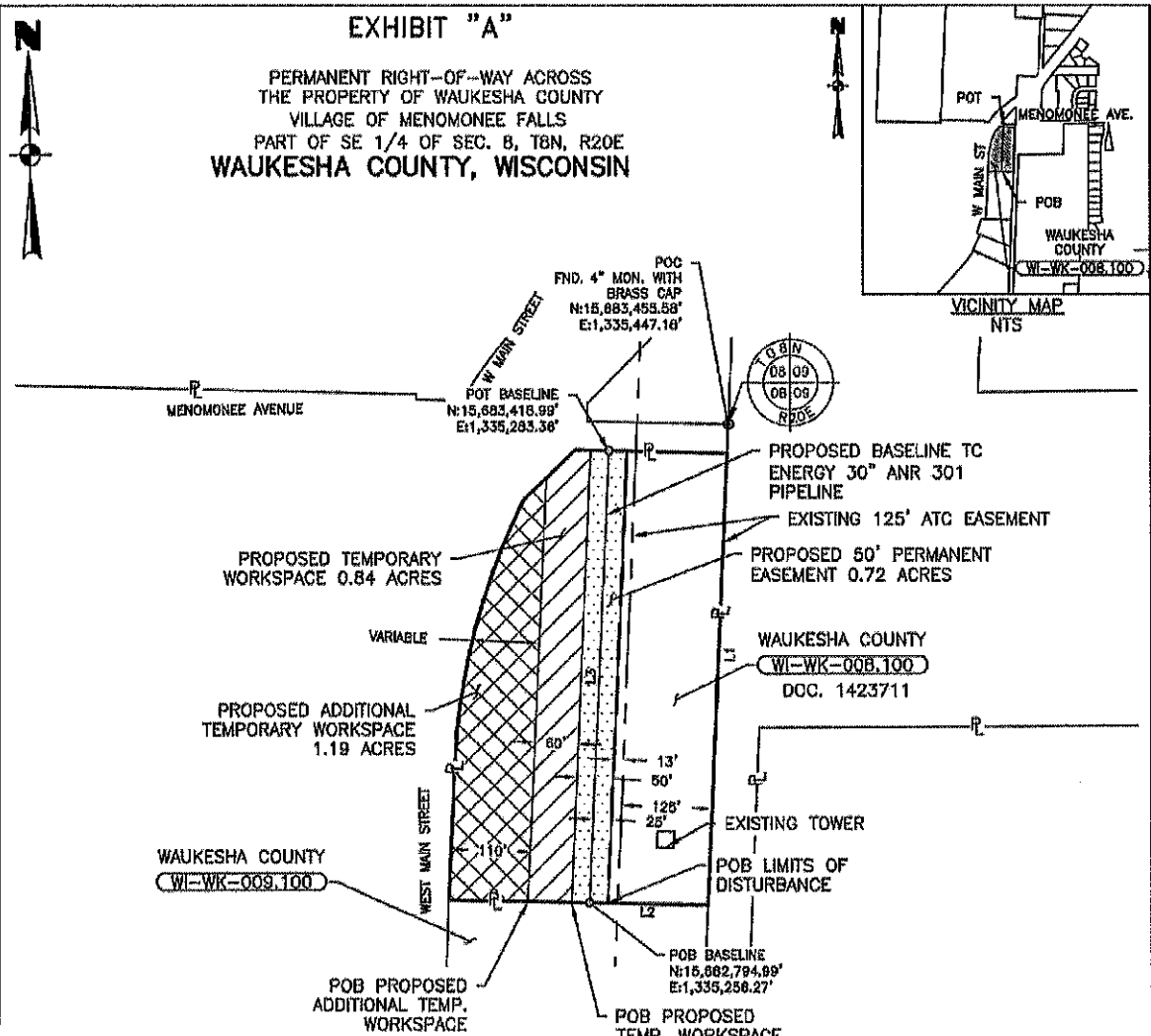
[SEAL]

Notary Public

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

EXHIBIT "A"

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



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°22'12"W	684.95'
L2	N88°48'44"W	183.47'
L3	N02°29'12"E	624.09'

Digitally signed by Wayne L. Mory.
DN: cn=Wayne L. Mory, c=US,
o=Field Metrics, ou=LLC,
email=wayne.mory@fieldmetrics.com,
location=Chicago, IL
Date: 2024.03.14 15:37:45 -0500

Wayne L. Mory,
DATE:
PROFESSIONAL LAND SURVEYOR WI 3197-B
LICENSE EXP. 01/31/2026

MOTT MACDONALD
10 SOUTH LASALLE ST. ~ SUITE 2520
CHICAGO, IL 60603
PHONE: (312) 894-5372

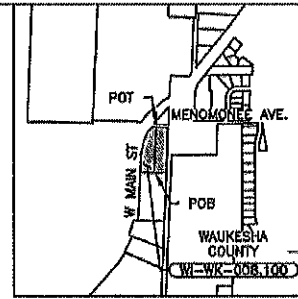


1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NADB3 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD, INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

	GRAPHIC SCALE 200' 100' 0' 200'	
	REV: 5 DATE: 03/14/2024	
		DISTANCE ACROSS PROPERTY = 624.59 FEET = 37.85 RODS TRACT ACREAGE = 4.72 ACRES (CALLED) PROPOSED PERMANENT EASEMENT = 0.72 ACRES TEMPORARY WORKSPACE = 0.84 ACRES ADDITIONAL TEMPORARY WORKSPACE = 1.19 ACRES
PROJECT WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)
CONSULTANT SURVEY DATE MAP DATE DRAWN BY SCALE	ENGINEER REFERENCES WAUKESHA COUNTY WI-WK-008.100 APN #	COUNTY(IES) WAUKESHA STATE(S) WISCONSIN SHEET NO. <u>1</u> OF <u>3</u> DRAWING NO. WI-WK-008.100
FIELD BOOK PAGE	MNF0032999	0.00 FEET = 0.00 RODS

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



VICINITY MAP
NTS

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 MENOMONEE 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
-  EXISTING PROPERTY BOUNDARY
-  EXISTING ADJACENT PROPERTY BOUNDARY
-  EXISTING TO ENERGY EASEMENT
-  PROPOSED PERMANENT EASEMENT
-  PROPOSED TEMPORARY WORKSPACE
-  PROPOSED ADDITIONAL TEMPORARY WORKSPACE
-  LIMITS OF DISTURBANCE

GRAPHIC SCALE
200' 100' 0' 200'



REV: 5 DATE: 03/14/2024

DISTANCE ACROSS PROPERTY = 624.59 FEET = 37.85 RODS
TRACT ACREAGE = 4.72 ACRES (CALLED) EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES
PROPOSED PERMANENT EASEMENT = 0.72 ACRES TEMPORARY ACCESS ROAD = 0.00 ACRES
TEMPORARY WORKSPACE = 0.84 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 1.19 ACRES 0.00 FEET = 0.00 RODS

PROJECT WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)
CONSULTANT	ENGINEER	FIELD BOOK PAGE
SURVEY DATE 09/2021 - 04/2022		COUNTY(IES) WAUKESHA
MAP DATE 04/2022		STATE(S) WISCONSIN
DRAWN BY YJ		SHEET NO. <u>3</u> OF <u>3</u>
SCALE 1" = 200'	APN # MNFV0032999	DRAWING NO. WI-WK-008.100

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

	LENGTH	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 Temporary Workspace Acreage					\$34,700.00

CROP DAMAGES

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

GENERAL DAMAGES/OTHER

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

Total Consideration	\$34,700.00
Percent Ownership	100%
Amount Paid	\$34,700.00
Amount Owed	\$34,700.00

LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

Notes:

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 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

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

Parcel No. LANV0032500

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 Exhibit A and Exhibit B 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. **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, overhanging 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. **Limitations of Easement.** 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. **Continual Operation of Bugline Trail.** 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

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.

5. **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. **Compliance with Applicable Laws.** 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. **Indemnity.** 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. **Further Assurances.** 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. **Successors and Assigns.** 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. **Severability.** 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. **Governing Law and Venue.** 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.

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. **Authority.** 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. **Counterparts.** 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. **Pre-construction assessments.** 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. **Temporary Fence.** 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

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

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

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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 _____.

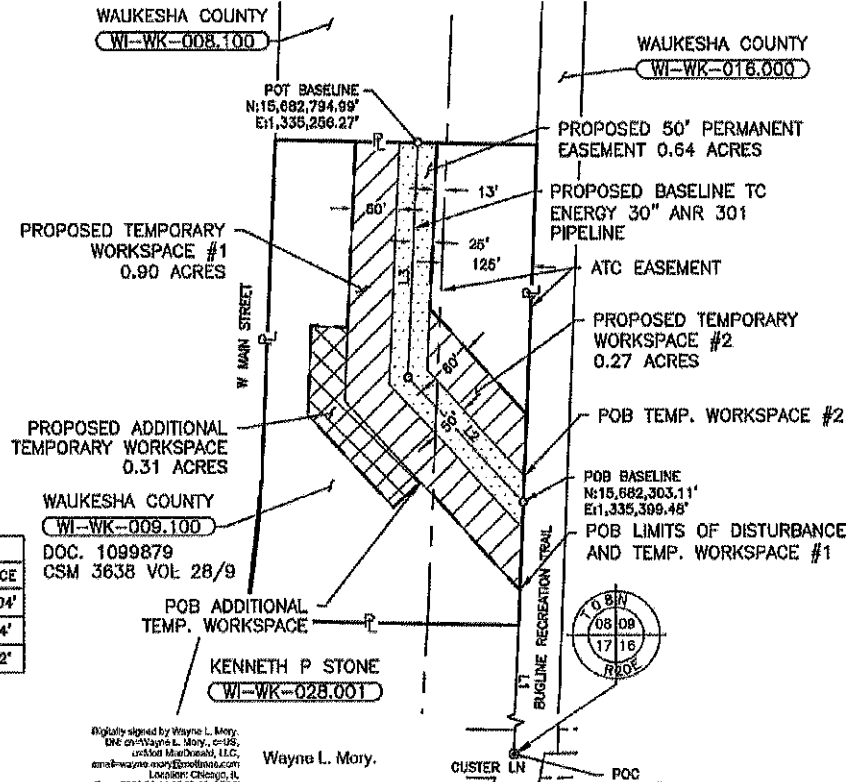
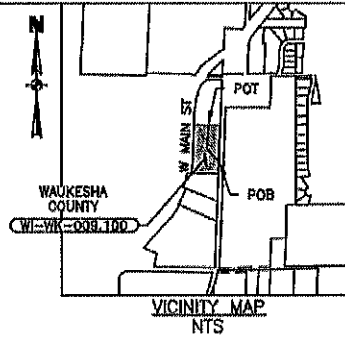
[SEAL]

Notary Public

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

EXHIBIT "A"

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

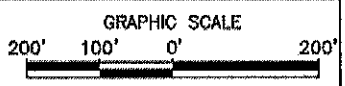


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°22'12"E	1,490.04'
L2	N42°39'37"W	231.94'
L3	N02°29'12"E	321.62'



Digitally signed by Wayne L. Mory,
DN: cn=Wayne L. Mory, o=TC Energy, ou=TC Energy, email=wayne.mory@tcenergy.com, c=US
Wayne L. Mory,
PROFESSIONAL LAND SURVEYOR WI 3197-B
LICENSE EXP. 01/31/2026
MOTT MACDONALD
10 SOUTH LASALLE ST. ~ SUITE 2520
CHICAGO, IL 60603
PHONE: (312) 894-5372

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NADB3 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD, INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7



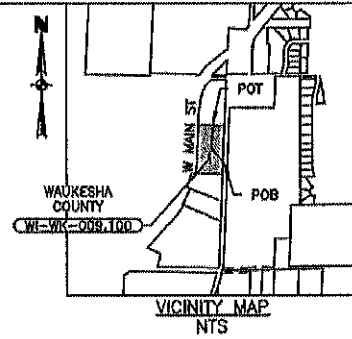
- SECTION CORNER
- BASELINE OF TC ENERGY EASEMENT
- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- EXISTING TC ENERGY EASEMENT
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY WORKSPACE
- PROPOSED ADDITIONAL TEMPORARY WORKSPACE
- LIMITS OF DISTURBANCE

		REV: 5		DATE: 03/14/2024
		DISTANCE ACROSS PROPERTY = 553.56 FEET = 33.55 RODS TRACT ACREAGE = 5.43 ACRES (CALLED) PROPOSED PERMANENT EASEMENT = 0.64 ACRES TEMPORARY WORKSPACE = 1.17 ACRES ADDITIONAL TEMPORARY WORKSPACE = 0.31 ACRES		
PROJECT: WISCONSIN RELIABILITY PROJECT				
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES): WAUKESHA	
SURVEY DATE: 09/2021 - 04/2022	REFERENCES: WAUKESHA COUNTY WI-WK-009.100			STATE(S): WISCONSIN
MAP DATE: 04/2022	DRAWN BY: YJ			SHEET NO. 1 OF 4
SCALE: 1" = 200'	APN #	LAN0032500		DRAWING NO. WI-WK-009.100



EXHIBIT "B"

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



GENERAL DESCRIPTION

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 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 EASEMENT CENTERLINE DESCRIPTION

FOR A PROPOSED FIFTY FOOT (50') WIDE PERMANENT EASEMENT LYING TWENTY-FIVE FEET (25') EACH SIDE OF THE BASELINE DESCRIBED BY THE TC 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;

THENCE ALONG THE BASELINE OF SAID TC ENERGY 30" ANR 301 PIPELINE INCLUDING BENDS THE FOLLOWING COURSES;

NORTH 42° 39' 37" WEST A DISTANCE OF 231.94 FEET;

NORTH 02° 29' 12" EAST A DISTANCE OF 321.62 FEET TO THE POINT OF TERMINATION (POT), ON THE NORTH LINE OF THE SUBJECT PROPERTY, SAID LINE BEING COMMON WITH THE SOUTH LINE OF LANDS OWNED NOW OR FORMERLY BY WAUKESHA COUNTY.

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).

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 18, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

SECTION CORNER BASELINE OF TC ENERGY EASEMENT EXISTING PROPERTY BOUNDARY EXISTING ADJACENT PROPERTY BOUNDARY EXISTING TC ENERGY EASEMENT PROPOSED PERMANENT EASEMENT PROPOSED TEMPORARY WORKSPACE PROPOSED ADDITIONAL TEMPORARY WORKSPACE LIMITS OF DISTURBANCE	GRAPHIC SCALE 	
DISTANCE ACROSS PROPERTY = 553.56 FEET = 33.55 RODS TRACT ACREAGE = 5.43 ACRES (CALLED) PROPOSED PERMANENT EASEMENT = 0.64 ACRES TEMPORARY WORKSPACE = 1.17 ACRES ADDITIONAL TEMPORARY WORKSPACE = 0.31 ACRES		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES TEMPORARY ACCESS ROAD = 0.00 ACRES 0.00 FEET = 0.00 RODS
PROJECT WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)
CONSULTANT	ENGINEER	FIELD BOOK PAGE
SURVEY DATE 09/2021 - 04/2022	REFERENCES WAUKESHA COUNTY WI-WK-009.100	
MAP DATE 04/2022	COUNTY(IES) WAUKESHA	
DRAWN BY YJ	STATE(S) WISCONSIN	
SCALE 1" = 200'	APN # LAN0032500	SHEET NO. <u>2</u> OF <u>4</u>
		DRAWING NO. WI-WK-009.100

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 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

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

Parcel No. LANV0032500

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 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. **Limitations of Easement.** 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. **Continual Operation of Bugline Trail.** 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. **Grantor's Continuing Rights / Encroachments.** 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. **Restoration.** 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. **Indemnity.** 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. **Term.** This Temporary Easement shall commence on the date of this Agreement and terminate on December 31, 2026.

8. **Additional Rights.** 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. **Successors and Assigns.** 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. **Severability.** 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. **Governing Law.** 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. **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.

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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

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. **Temporary Fence.** Grantee agrees to erect a temporary safety fence around the Temporary 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

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

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

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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 _____.

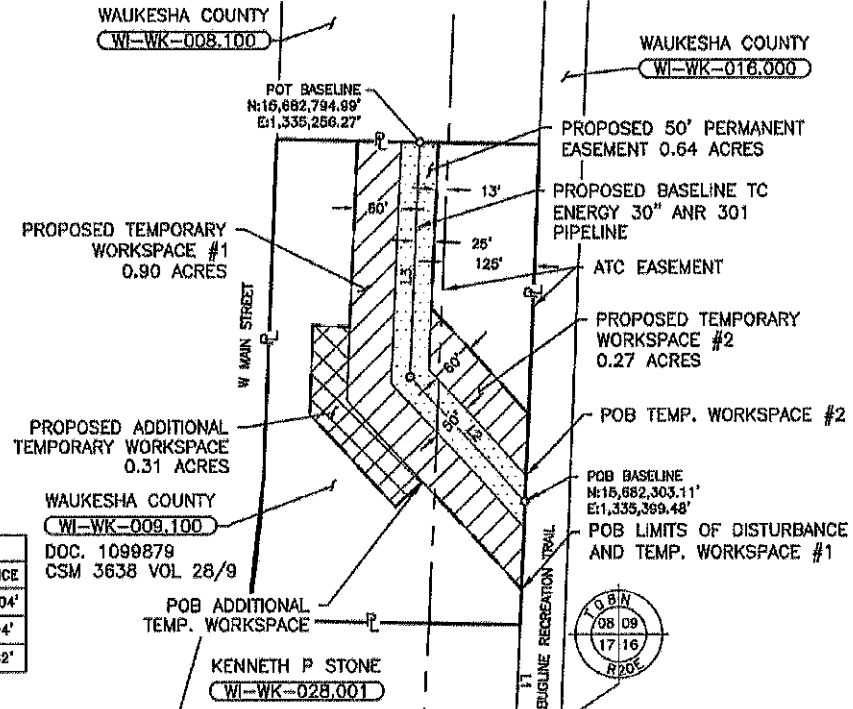
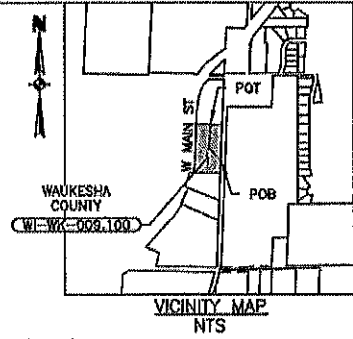
[SEAL]

Notary Public

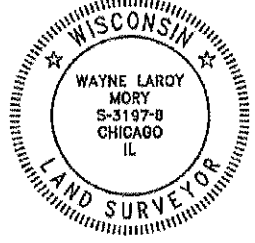
This instrument was prepared by:
Alyssa Trepl
Ohio Valley Acquisition
1305 N Barker Rd. Suite 8
Brookfield, WI 53045

EXHIBIT "A"

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



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°22'12"E	1,490.04'
L2	N42°39'37"W	231.94'
L3	N02°29'12"E	321.82'

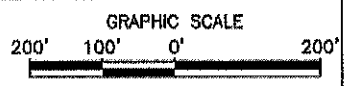


Digitally signed by Wayne L. Mory.
DN: cn=Wayne L. Mory, c=US,
ou=West MacDonell, LLC,
email=wayne.mory@westmac.com,
location=Chicago, IL,
Date: 2024.03.14 15:35:12 -0500

Wayne L. Mory,
PROFESSIONAL LAND SURVEYOR WI 3197-8
LICENSE EXP. 01/31/2026

MOTT MACDONALD
10 SOUTH LASALLE ST. ~ SUITE 2520
CHICAGO, IL 60603
PHONE: (312) 894-5372

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7



- SECTION CORNER
- BASELINE OF TC ENERGY EASEMENT
- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- EXISTING TC ENERGY EASEMENT
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY WORKSPACE
- PROPOSED ADDITIONAL TEMPORARY WORKSPACE
- LIMITS OF DISTURBANCE

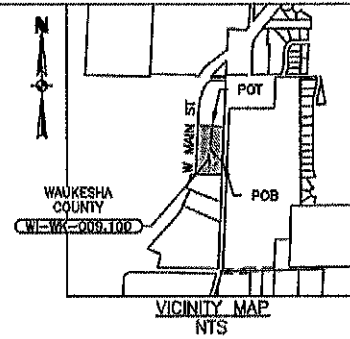


DISTANCE ACROSS PROPERTY = 853.56 FEET = 33.55 RODS		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES	
TRACT ACREAGE = 5.43 ACRES (CALLED)		TEMPORARY ACCESS ROAD = 0.00 ACRES	
PROPOSED PERMANENT EASEMENT = 0.64 ACRES		0.00 FEET = 0.00 RODS	
TEMPORARY WORKSPACE = 1.17 ACRES			
ADDITIONAL TEMPORARY WORKSPACE = 0.31 ACRES			
PROJECT WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)	
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WAUKESHA
SURVEY DATE 08/2021 - 04/2022	REFERENCES	STATE(S) WISCONSIN	
MAP DATE 04/2022	WAUKESHA COUNTY WI-WK-009.100		
DRAWN BY YJ	SCALE 1" = 200'	APN # LANV0032500	SHEET NO. 1 OF 4
			DRAWING NO. WI-WK-009.100



EXHIBIT "B"

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



TEMPORARY WORKSPACE #1 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 POINT OF BEGINNING (POB), SAID POB BEING THE SOUTHEAST CORNER OF TEMPORARY WORKSPACE #1;

THENCE ALONG, OVER, AND ACROSS SAID SUBJECT PROPERTY THE FOLLOWING COURSES;
NORTH 42°39'37" WEST A DISTANCE OF 352.18 FEET;
NORTH 02°29'12" EAST A DISTANCE OF 355.03 FEET TO THE NORTH LINE OF SAID SUBJECT PROPERTY;
SOUTH 88°48'44" EAST A DISTANCE OF 60.02 FEET ALONG THE NORTH LINE OF SAID SUBJECT PROPERTY TO THE WESTERLY LINE OF THE PREVIOUSLY DESCRIBED 50 FOOT PERMANENT EASEMENT;
THENCE CONTINUING ALONG, OVER, AND ACROSS SAID SUBJECT PROPERTY THE FOLLOWING COURSES
SOUTH 02°29'12" WEST A DISTANCE OF 331.45 FEET;
SOUTH 42°39'37" EAST A DISTANCE OF 267.30 FEET TO THE EAST LINE OF SAID SECTION 8;
THENCE SOUTH 02°22'12" WEST A DISTANCE OF 84.81 FEET BACK TO THE POINT OF BEGINNING (POB).
THE ABOVE DESCRIBED TEMPORARY WORKSPACE #1 CONTAINS 0.90 ACRES, MORE OR LESS.

TEMPORARY 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;

THENCE ALONG, OVER, AND ACROSS SAID SUBJECT PROPERTY THE FOLLOWING COURSES;
NORTH 42°39'37" WEST A DISTANCE OF 196.57 FEET;
NORTH 02°29'12" EAST A DISTANCE OF 84.64 FEET;
SOUTH 42°39'37" EAST A DISTANCE OF 196.33 FEET TO THE EAST LINE OF SAID SECTION 8;
THENCE SOUTH 02°22'12" WEST A DISTANCE OF 84.81 FEET BACK TO THE POINT OF BEGINNING (POB).
THE ABOVE DESCRIBED TEMPORARY WORKSPACE #2 CONTAINS 0.27 ACRES, MORE OR LESS.

- 1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
- 2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD, INFORMATION SUPPLIED BY CLIENT.
- 3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

GRAPHIC SCALE: 200' 100' 0' 200'

REV: 5 DATE: 03/14/2024

TC Energy

DISTANCE ACROSS PROPERTY = 553.56 FEET = 33.56 RODS
TRACT ACREAGE = 5.43 ACRES (CALLED)
PROPOSED PERMANENT EASEMENT = 0.64 ACRES
TEMPORARY WORKSPACE = 1.17 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 0.31 ACRES

EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES
TEMPORARY ACCESS ROAD = 0.00 ACRES
0.00 FEET = 0.00 RODS

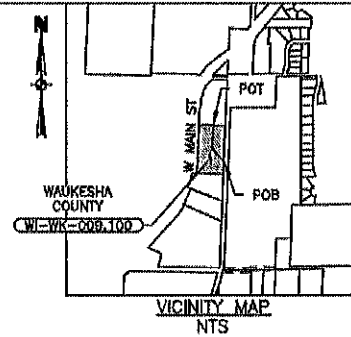
PROJECT WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)
CONSULTANT	ENGINEER	FIELD BOOK PAGE
SURVEY DATE 08/2021 - 04/2022		REFERENCES
MAP DATE 04/2022		WAUKESHA COUNTY WI-WK-009.100
DRAWN BY YJ		COUNTY(IES) WAUKESHA
SCALE 1" = 200'		STATE(S) WISCONSIN
APN # LAN0032500		SHEET NO. 3 OF 4
		DRAWING NO. WI-WK-009.100

SECTION CORNER
BASELINE OF TC ENERGY EASEMENT
EXISTING PROPERTY BOUNDARY
EXISTING ADJACENT PROPERTY BOUNDARY
EXISTING TC ENERGY EASEMENT
PROPOSED PERMANENT EASEMENT
PROPOSED TEMPORARY WORKSPACE
PROPOSED ADDITIONAL TEMPORARY WORKSPACE
LIMITS OF DISTURBANCE



EXHIBIT "B"

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



ADDITIONAL TEMPORARY WORKSPACE DESCRIPTION

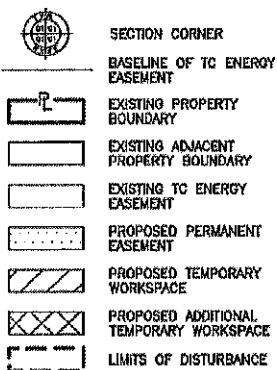
COMMENCING AT A FOUND 3-INCH MONUMENT, WITH A BRASS CAP, IN CUSTER LANE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND COMMON WITH THE EAST LINE OF THE LANDS OWNED NOW OR FORMERLY BY WAUKESHA COUNTY, NORTH 02° 22' 12" EAST A DISTANCE OF 1,369.90 FEET TO THE 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, OVER, AND ACROSS SAID SUBJECT PROPERTY THE FOLLOWING COURSES;

- SOUTH 47°20'23" WEST A DISTANCE OF 50.00 FEET;
- NORTH 42°39'37" WEST A DISTANCE OF 172.94 FEET;
- NORTH 02°29'12" EAST 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.

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A--E--7



		GRAPHIC SCALE	
		REV: 5	DATE: 03/14/2024
DISTANCE ACROSS PROPERTY = 553.56 FEET = 33.55 RODS TRACT ACREAGE = 5.43 ACRES (CALLED) PROPOSED PERMANENT EASEMENT = 0.64 ACRES TEMPORARY WORKSPACE = 1.17 ACRES ADDITIONAL TEMPORARY WORKSPACE = 0.31 ACRES		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES TEMPORARY ACCESS ROAD = 0.00 ACRES 0.00 FEET = 0.00 RODS	
PROJECT		TAX DISTRICT(S)	
WISCONSIN RELIABILITY PROJECT			
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES)
			WAUKESHA
SURVEY DATE	REFERENCES		STATE(S)
09/2021 - 04/2022	WAUKESHA COUNTY WI-WK-009.100		WISCONSIN
MAP DATE			SHEET NO. 4 OF 4
04/2022			DRAWING NO.
DRAWN BY	APN #	WI-WK-009.100	
YJ	LAN0032500		
SCALE			
1" = 200'			

LANDOWNER PAYMENT SUMMARY

Tract: WI-WK-009.100

Check No: _____

Landowner Name: Waukesha County

Project Name: Wisconsin Reliability Project - PL2

PERMANENT EASEMENT AND TEMPORARY WORKSPACE

	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 Permanent and Temporary 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 Consideration for Crop Damages						\$0.00

GENERAL DAMAGES/OTHER

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

Total Consideration	\$27,600.00
Percent Ownership	100%
Amount Paid	\$27,600.00
Amount Owed	\$27,600.00

LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

Notes:

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, 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 Section 16; AND the SW ¼ of the SW ¼ of Section 9; AND the NW 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 NE ¼ of the NW ¼ of Section 9; AND the SE 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

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

Parcel No. MNFV0035994

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 Exhibit A and Exhibit B 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 trees, brush, shrubbery, overhanging 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. **Limitations of Easement.** 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. **Continual Operation of Bugline Trail.** 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.

5. **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. **Compliance with Applicable Laws.** 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. **Indemnity.** 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. **Further Assurances.** 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. **Successors and Assigns.** 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. **Severability.** 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. **Governing Law and Venue.** 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

WI-WK-016.000

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. **Authority.** 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. **Counterparts.** 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. **Pre-construction assessments.** 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. **Temporary Fence.** 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 Municipal Corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged themselves 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

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 themselves 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

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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]

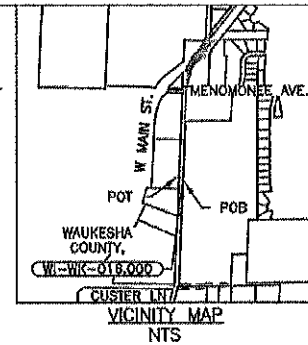
Notary Public

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



EXHIBIT "A"

PERMANENT RIGHT-OF-WAY ACROSS
THE PROPERTY OF WAUKESHA COUNTY,
VILLAGE OF MEMONOMEE FALLS
PART OF SW 1/4 OF SEC. 9, T8N, R20E
WAUKESHA COUNTY, WISCONSIN



WAUKESHA COUNTY
AND PARKS &
LAND USE
WI-WK-009.100

POT BASELINE
N:15,682,303.11'
E:1,335,398.48'

WAUKESHA COUNTY
WI-WK-016.000
DOC. 1076278

PROPOSED TEMPORARY
WORKSPACE #2 0.12 ACRES
POB TEMP. WORKSPACE #2

PROPOSED BASELINE TO
ENERGY 30" ANR 301
PIPELINE

PROPOSED 50' PERMANENT
EASEMENT 0.10 ACRES
POB BASELINE
N:15,682,240.52'
E:1,335,457.16'

DR. LUCIO C. SIY AND
CONCHITA G. SIY
WI-WK-028.000

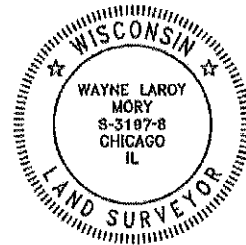
KENNETH P. STONE
WI-WK-028.001

PROPOSED TEMPORARY
WORKSPACE #1 0.12 ACRES
POB LIMITS OF DISTURBANCE
AND TEMP. WORKSPACE #1

POC
FND. 3" MON. WITH
BRASS CAP
N:15,680,814.34'
E:1,335,337.88'

Digitally signed by Wayne L. Mory
DN: cn=Wayne L. Mory, o=ES,
ou=ES, email=Wayne.Mory@landmors.com,
Location=Chicago, IL,
Date: 2024.03.14 13:36:23 -0500

Wayne L. Mory,



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°13'37"E	60.09'
L2	N02°22'44"E	1,426.58'
L3	N42°39'37"W	85.12'

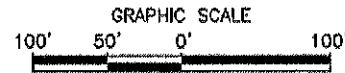


DATE:
WAYNE L. MORY
PROFESSIONAL LAND SURVEYOR WI 3197-8
LICENSE EXP. 01/31/2026

MOTT MACDONALD
10 SOUTH LASALLE ST. ~ SUITE 2520
CHICAGO, IL 60603
PHONE: (312) 894-5372

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

- SECTION CORNER
- BASELINE OF TC ENERGY EASEMENT
- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY WORKSPACE
- LIMITS OF DISTURBANCE



REV: 4 DATE: 03/14/2024

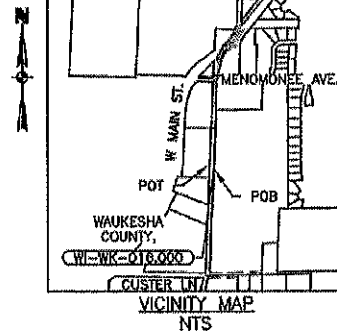
DISTANCE ACROSS PROPERTY = 85.12 FEET = 5.16 RODS		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES
TRACT ACREAGE = 13.79 ACRES (CALLED)	PROPOSED PERMANENT EASEMENT = 0.10 ACRES	TEMPORARY ACCESS ROAD = 0.00 ACRES = 0.00 FEET = 0.00 RODS
TEMPORARY WORKSPACE = 0.24 ACRES	ADDITIONAL TEMPORARY WORKSPACE = 0.00 ACRES	

PROJECT WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)
CONSULTANT	ENGINEER	COUNTY(IES) WAUKESHA
SURVEY DATE 09/2021 - 04/2022	REFERENCES	STATE(S) WISCONSIN
MAP DATE 04/2022	WAUKESHA COUNTY WI-WK-016.000	SHEET NO. <u>1</u> OF <u>3</u>
DRAWN BY JWD		DRAWING NO. WI-WK-016.000
SCALE 1" = 100'	APN # MNFV0035994	



EXHIBIT "B"

PERMANENT RIGHT-OF-WAY ACROSS
 THE PROPERTY OF WAUKESHA COUNTY,
 VILLAGE OF MENOMONEE FALLS
 PART OF SW 1/4 OF SEC. 9, T8N, R20E
WAUKESHA COUNTY, WISCONSIN



GENERAL DESCRIPTION

THAT PART OF THE SOUTHWEST ¼ OF SECTION NINE (9), TOWNSHIP EIGHT (8) NORTH, RANGE TWENTY (20) 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 (50') WIDE PERMANENT EASEMENT LYING TWENTY-FIVE FEET (25') EACH SIDE OF THE BASELINE DESCRIBED BY THE TC ENERGY 30" ANR 301 PIPELINE:

COMMENCING AT A FOUND 3-INCH MONUMENT, WITH A BRASS CAP, IN CUSTER LANE, THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE EAST, ALONG THE SOUTH LINE OF SAID SECTION 9, NORTH 89° 13' 37" EAST A DISTANCE OF 60.09 FEET TO THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OWNED BY DR. LUCIO C. SIY AND CONCHITA G. SIY; THENCE ALONG THE WEST LINE OF SAID SIY LANDS AND COMMON WITH THE EAST LINE OF THE SUBJECT PROPERTY, NORTH 02° 22' 44" EAST A DISTANCE OF 1,426.59 FEET TO THE POINT OF BEGINNING (POB), SAID (POB) BEING THE BASELINE OF A PROPOSED TC ENERGY 30" ANR 301 PIPELINE;

THENCE OVER AND ACROSS SAID SUBJECT PROPERTY AND ALONG CENTER OF SAID FIFTY FOOT (50') 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, SAID LINE BEING COMMON WITH THE EAST LINE OF LANDS OWNED NOW OR FORMERLY BY WAUKESHA COUNTY.

THE ABOVE DESCRIBED FIFTY FOOT (50') WIDE PERMANENT EASEMENT CONTAINS 0.10 ACRES, MORE OR LESS, HAVING A TOTAL CENTERLINE DISTANCE OF 85.12 LINEAR FEET (5.16 RODS).

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

SECTION CORNER BASELINE OF TC ENERGY EASEMENT EXISTING PROPERTY BOUNDARY EXISTING ADJACENT PROPERTY BOUNDARY PROPOSED PERMANENT EASEMENT PROPOSED TEMPORARY WORKSPACE LIMITS OF DISTURBANCE			GRAPHIC SCALE 	
	DISTANCE ACROSS PROPERTY = 85.12 FEET = 5.16 RODS TRACT ACREAGE = 13.79 ACRES (CALLED) PROPOSED PERMANENT EASEMENT = 0.10 ACRES TEMPORARY WORKSPACE = 0.24 ACRES ADDITIONAL TEMPORARY WORKSPACE = 0.00 ACRES		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES TEMPORARY ACCESS ROAD = 0.00 ACRES = 0.00 FEET = 0.00 RODS	
PROJECT <p style="text-align: center;">WISCONSIN RELIABILITY PROJECT</p>		TAX DISTRICT(S)		
CONSULTANT SURVEY DATE 09/2021 - 04/2022 MAP DATE 04/2022 DRAWN BY JWD SCALE 1" = 100'	ENGINEER REFERENCES <p style="text-align: center;">WAUKESHA COUNTY WI-WK-016.000</p>	FIELD BOOK _____ PAGE _____	COUNTY(IES) WAUKESHA STATE(S) WISCONSIN SHEET NO. <u>2</u> OF <u>3</u> DRAWING NO. WI-WK-016.000	
REV: 4		DATE: 03/14/2024		

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 "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, 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 Section 16; AND the SW ¼ of the SW ¼ of Section 9; AND the NW ¼ of the SW ¼ of Section 9; AND the SW ¼ of the NW ¼ of Section 9; AND the NE ¼ of the NW ¼ of Section 9; AND the SE 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

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

Parcel No. MNFV0035994

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. **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. **Limitations of Easement.** 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. **Continual Operation of Bugline Trail.** 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.

WI-WK-016.000

4. **Grantor's Continuing Rights / Encroachments.** 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. **Restoration.** 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. **Indemnity.** 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. **Term.** This Temporary Easement shall commence on the date of this Agreement and terminate on December 31, 2026.

8. **Additional Rights.** 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. **Successors and Assigns.** 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. **Severability.** 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. **Governing Law.** 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. **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. **Authority.** 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. **Counterparts.** 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. **Pre-construction assessments.** 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

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. **Temporary Fence.** Grantee agrees to erect a temporary safety fence around the Temporary 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 Municipal Corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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

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 themselves 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

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself 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

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged themselves 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 Trepel
Ohio Valley Acquisition
1305 N Barker Rd. Suite 8
Brookfield, WI 53045

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

	LENGTH	WIDTH	ACREAGE	PRICE/ACRE	EASEMENT TOTAL
Permanent Easement			0.10	\$20,000.00	\$2,000.00
Temporary Workspace			0.24	\$10,000.00	\$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 Permanent and Temporary 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 Consideration for Crop Damages						\$0.00

GENERAL DAMAGES/OTHER

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

Total Consideration	\$4,400.00
Percent Ownership	100%
Amount Paid	\$4,400.00
Amount Owed	\$4,400.00

LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

Notes: