

UEC EASEMENT  
AMENDMENT

Document Number

Document Title

AMENDMENT  
TO  
VALLEY PASSAGE EASEMENT  
  
UEC

**GH 7-14-11**  
**CAO DOC. NO. 163290**

Recording Area

Name and Return Address

Gregg C. Hagopian  
Assistant City Attorney  
841 North Broadway, 7<sup>th</sup> Floor  
Milwaukee, WI 53202

New Key Numbers:

Former Key Numbers:

436-0007-000-3 (the 3700 Parcel)  
436-0006-000-8 (the 3638 Parcel)  
436-0004-100-3 (Contains 3628 Portion)

Tax Key Numbers

**Drafted By:**

Gregg C. Hagopian  
Assistant City Attorney  
841 North Broadway, 7<sup>th</sup> Floor  
Milwaukee, WI 53202

**THIS AMENDMENT TO VALLEY PASSAGE EASEMENT** (the “**Amendment**”), is made and dated as of \_\_\_\_\_, **2011**, and is by and among the City of Milwaukee (“**CITY**”), the Redevelopment Authority of the City of Milwaukee (“**RACM**”), the State of Wisconsin by its Department of Natural Resources (“**DNR**”), the State of Wisconsin by its Department of Transportation (“**DOT**”), the Soo Line Railroad Company, doing business as Canadian Pacific (“**CP**”), and the Urban Ecology Center, Inc. (“**UEC**”), and is for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged.

### **RECITALS**

A. CP, CITY, DNR, and DOT are parties to a certain “2009 West Allis Trail Extension Agreement” (the “**Main Contract**”), with an effective date of July 9, 2009, under which there were certain component transactions, including CP granting to DNR and CITY an easement for the passage of a part of the Henry Aaron State Trail (the “**HAST**”) (a pedestrian and bike path) through a new tunnel (herein called the “**Underpass**”) that was built by DOT under CP tracks.

B. The DOT, DNR, CITY, and CP are parties to a certain “**Stipulation**” dated July 9, 2009 under which DOT constructed:

(1) the HAST path **(a)** over parts of certain lands owned by CP in the City of Milwaukee (699 South 35<sup>th</sup> Street, TIN 423-9999-000-3; and 3700R West Pierce Street, TIN 436-9999-000-1; and 699 South 35<sup>th</sup> Street, TIN 423-9999-003-8; and 650 South 35<sup>th</sup> Street, TIN 424-9999-112; and 660 South 44<sup>th</sup> Street, TIN 423-9999-002-X; and TIN 412-9999-03) (the “**CP Parcel**”), **(b)** over certain lands owned by RACM in the City of Milwaukee (610 South 35<sup>th</sup> Street, TIN 424-0403-000-5) (the “**RACM Parcel**”), and **(c)** over certain lands in the City of Milwaukee owned by the DNR defined below as the 3700 Parcel, the 3638 Parcel and the 3628 Portion (the 3700 Parcel, the 3638 Parcel and the 3628 Portion, in the Main Contract and herein, are jointly called the “**Approach Parcels**”),

(2) the new Underpass under the CP tracks for the path,

(3) a new bridge over the Menomonee River<sup>1</sup> (the “**Bridge**”), and

(4) retaining walls on the Approach Parcels.

The project connecting the HAST path from Pierce Street, thence under the CP tracks, thence over the Menomonee River, and thence to the RACM Parcel abutting Canal Street is herein called the “**Valley Passage**.”

C. CP, CITY, RACM, DNR and DOT are parties to a certain document, called the VALLEY PASSAGE EASEMENT, dated as of July 9, 2009 (the “**VP Easement**”), recorded in the Milwaukee County Register of Deeds Office (the “**ROD**”) on March 16, 2010 as Document No. 09854735. Under the VP Easement, it was contemplated that the DNR would own:

(1) 3700 W. Pierce Street (TIN 436-0007-000-3) (the “**3700 Parcel**”) (Lot 21, Block 1, Arlington Heights, in SW ¼ Sec. 36, T7N, R21E); and

(2) 3638 W. Pierce Street (TIN 436-0006-000-8) (the “**3638 Parcel**”) (Lot 20, Block 1, Arlington Heights, SW ¼ Sec. 36, T7N, R21E); and

(3) part of 3628 W. Pierce Street (TIN 436-0004-100-3) west of the west wall of a building there (the “**3628 Portion**”) (all of Lot 19, and part of Lot 18, Block 1, Arlington Heights, SW ¼ Sec. 36, T7N, R21E with the part of Lot 18 beginning at SW corner of Lot 18 then N 0° 05' 37" East 124.94 feet, then S 4° 44' 44" East 132.76 feet to the North line of W. Pierce St., said line also being the South line of the aforesaid Block 1, then South 85° 15' 37" West 10.54 feet along said North and South Line to the point of beginning) (VP Easement ¶2.7).

The contingency in ¶3.1 of the VP Easement (referencing ¶5 of the Main Contract), dealing with the DNR becoming owner of the 3700 Parcel, the 3638 Parcel and the 3628 Portion was satisfied because: (i) DNR, by deed from Watson Family Enterprises, LLC dated July 9, 2009, recorded in the ROD on August 10, 2009 as Document No. 09778874, did become owner of the 3700 Parcel; (ii) DNR, by deed from Valley Passage, LLC dated July 14, 2009, recorded in the ROD on August 10, 2009 as Document No. 09778875, did become owner of the 3638 Parcel; and (iii) DNR, by deed from Valley Passage, LLC dated July 14, 2009, recorded in the ROD on August 10, 2009 as Document No. 09778876, did become owner of the 3628 Portion.

In the VP Easement, the 3700 Parcel, the 3638 Parcel, and the 3628 Portion are called the “**DNR Parcel**” and those same parcels (i.e. the DNR Parcel) are herein also sometimes called the “**Approach Parcel**.”

D. Per the VP Easement (¶3.2.3), the DNR granted an easement for the benefit of the City, the DNR and the public over a portion of the Approach Parcels herein and in the VP Easement called the “**DNR Easement Area**” for the HAST path and appurtenances therefore. Page A-7 to the VP Easement depicted the DNR Easement Area. Per ¶3.4 of the VP Easement, the DNR Easement Area is to be used for “bicycle, pedestrian, and recreational use and access in

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<sup>1</sup> See also VP Easement ¶3.17.1 where DOT agreed to build bridge over river.

conjunction with and as a part of the HAST.....” This Amendment, among other things, amends the boundaries of the DNR Easement Area.

E. Per VP Easement ¶3.5.1.e, the City has the duty to maintain retaining walls (but not landscaping) serving the HAST at the DNR Easement Area.

F. VP Easement ¶4.0 contemplated DNR conveyance of part of the Approach Parcels to the UEC and provides as follows:

4.0 **UEC.** DNR may lease or convey a part of the DNR Parcel to the Urban Ecology Center (“UEC”). DNR’s duties hereunder are binding on successors in interest to DNR, and any conveyance or lease to UEC of any part of the DNR Parcel shall be subject to the terms hereof. DNR has informed CITY and RACM that UEC desires to make certain improvements to that part of the DNR Parcel known as 3700 West Pierce Street. DNR shall inform UEC that it may not construct any improvements on or affecting the DNR Easement Area without the CITY’s and RACM’s prior written consent. CITY and RACM inform DNR that they shall consider UEC’s requests for consent (and specific plans that UEC submits in conjunction therewith) in good faith – with DNR understanding (i) that UEC improvements may not interfere with the CP Parcel or CP operations on the CP Parcel, (ii) with HAST trail operations or maintenance, repair and replacement operations, (iii) that UEC will need to improve in accordance with all applicable laws and regulations, (iv) that CITY will need adequate area for access and for conducting its duties hereunder, and (v) that CITY and RACM and DNR approval will be needed prior to any UEC improvement being built within any DNR Easement Area.

G. DNR submitted to the City for approval a Certified Survey Map that the City approved by City Common Council Resolution File No. \_\_\_\_\_, passed on \_\_\_\_\_, 2011(the “CSM”), which CSM combined the Approach Parcels (the DNR Parcel) and then divided them to create two new lots, “Lot 1” and “Lot 2.” The CSM (i.e. CSM No. \_\_\_\_\_) was recorded with the ROD on \_\_\_\_\_, 2011 as Document No. \_\_\_\_\_. A portion of the CSM is attached hereto as **EXHIBIT A.**

H. DNR conveyed Lot 1 of the CSM to UEC by deed dated \_\_\_\_\_, 2011, recorded in the ROD on \_\_\_\_\_, 2011 as Document No. \_\_\_\_\_, and UEC now owns Lot 1. Included in that, the DNR also conveyed to UEC a retaining wall that is on Lot 1, that is herein called the “**UEC Wall,**” which UEC Wall is depicted in **EXHIBIT B** attached (**EXHIBIT B** is herein called the “**UEC Concept Plan**”), and which UEC Wall is comprised of wall segments 1, 2, and 3, all as depicted on the UEC Concept Plan.

H. On Lot 1, there is an existing building, and UEC wishes to build an addition to that building (the “**UEC Addition**”), that will use the wall-segment-1 portion (herein called the

“**Segment 1 Wall**”) of the UEC Wall as part of the foundation of the UEC Addition, all as depicted, generally, on the UEC Concept Plan. The UEC Concept Plan shows **(i)** the Segment 1 Wall, **(ii)** the entire UEC Wall (i.e. segments 1, 2, and 3), and **(iii)** the DNR Wall. The “**DNR Wall**” is one of the retaining walls that the DOT built that remains DNR-owned, that abuts the UEC Wall near the eastern edge of segment 3 of the UEC Wall.

I. VP Easement ¶3.11 provides that the VP Easement may only be amended by a written instrument signed by all of the parties to the VP Easement (or their successors in interest). Because this instrument amends the VP Easement, all parties to the VP Easement (i.e., CP, CITY, RACM, DNR and DOT) sign this Amendment, along with UEC, understanding that this Amendment only affects the DNR Easement Area and associated retaining walls in that area. THIS AMENDMENT DOES NOT AFFECT THE CP PARCEL OR THE RACM PARCEL.

J. RACM approved entry into this Amendment by RACM Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_, 2011. The City approved entry into this Amendment by Council Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, 2011. The other parties hereto duly approved entry into this Amendment.

K. City now owns (and DNR and DOT acknowledge that City owns) the Bridge over the Menomonee River (item B.(3) above), the Underpass (item B(2) above) and the wingwalls to the east and west of, and abutting, the Underpass), all per the Quit Claim Deed from the DOT to the City, dated \_\_\_\_\_, 2011, and recorded in the ROD on \_\_\_\_\_, 2011 as Document No. \_\_\_\_\_ (as called for by VP Easement ¶3.17.3 and Exhibit C to the VP Easement).

L. DNR owns all retaining walls in the DNR Easement Area except for the UEC Wall (i.e. segments 1, 2, and 3), which UEC Wall (including segments 1, 2, and 3) DNR conveyed to UEC along with Lot 1 of the CSM.

### **AGREEMENT**

1. **Recitals.** The recitals above are accepted and agreed to.
2. **UEC Addition.** Paragraph 4.0 of the VP Easement is amended to reflect that the DNR conveyed Lot 1 of the CSM and the UEC Wall (including segments 1, 2 and 3) to UEC subject to the terms and conditions of the VP Easement (as hereby amended). UEC is allowed to construct its UEC Addition on Lot 1, and to incorporate into the construction, as part of the foundation for the UEC Addition, the Segment 1 Wall, so long as:

A. **Plans.** UEC's plans and specifications for the UEC Addition (including walkways, landscaping, and use of the Segment 1 Wall and any other part of the UEC Wall) are first approved by RACM and City (by RACM's Executive Director or designee, herein called the "**RACM Director**") and by DNR, in writing, prior to any commencement of construction.

B. **Law Compliance.** UEC builds in accordance with applicable federal, state, and local laws and regulations, and UEC obtains all requisite governmental permits and approvals to construct on and to occupy any structure on the UEC Parcel.

C. **Non-Interference.** ASIDE FROM TEMPORARILY CLOSING THE STAIRS AND RAMP TO THE HAST FROM THE RIGHT-OF-WAY (ADJACENT TO THE UEC ADDITION) DURING CONSTRUCTION OF THE UEC ADDITION FOR SAFETY REASONS (HEREIN CALLED "**TEMPORARY CLOSURE**"), NO UEC IMPROVEMENT OR UEC USE OR OPERATION MAY INTERFERE WITH HAST TRAIL USE, OPERATIONS, MAINTENANCE, REPAIR, OR REPLACEMENT. UEC SHALL USE BEST EFFORTS TO MINIMIZE, TO THE GREATEST EXTENT POSSIBLE, THE TEMPORARY CLOSURE OF THE STAIRS AND RAMPS. IN ANY EVENT, NO UEC IMPROVEMENT OR UEC OPERATION ON OR USE OF LOT 1 OF THE CSM MAY INTERFERE WITH THE CP PARCEL, CP OPERATIONS ON THE CP PARCEL, THE RACM PARCEL, OR THE BRIDGE, OR ANY OTHER HAST OPERATION, MAINTENANCE, USE, REPAIR OR REPLACEMENT. NO DNR TRAIL PASS IS NEEDED FOR HAST USERS FOR ANY PART OF THE HAST IN THE CITY OF MILWAUKEE.

3. **UEC Wall.** UEC, as owner of the UEC Wall, is and shall be responsible for the entire UEC Wall (all of Segments 1, 2, and 3), including all maintenance, repair, and replacement issues. Paragraph 3.5.1.e of the VP Easement is hereby amended to reflect that the City shall not have any maintenance, repair, or other duty concerning the UEC Wall or any part of it. Also, except as expressly set forth herein, neither City nor RACM has any duty concerning any part of Lot 1 or any UEC improvement thereon, and notwithstanding anything to the contrary contained in the VP Easement (including ¶ 3.5.1.c), City has no duty to maintain any trail lighting located on Lot 1.

4. **Abutting Walls.** UEC shall not disturb, damage, or jeopardize, in any way, any HAST retaining wall (including the DNR Wall) that abuts to or connects with any part of the UEC Wall, and ¶3.5.1.e of the VP Easement is amended to reflect that UEC shall be responsible for any damage, repair, or replacement concerning any such abutting or connecting wall (including the DNR Wall) that is needed because of, or attributable to, (i) UEC's use or ownership of any part or segment of the UEC Wall (including the Segment 1 Wall), or (ii) UEC's building or the UEC Addition.

5. **Construction Notices.** UEC shall provide at least 5 days prior written notice to RACM and DNR concerning each of commencement and completion of construction of the UEC Addition, and commencement and completion of the Temporary Closure period.
6. **DNR Easement Area Redefined.** The VP Easement is also hereby amended so that the “DNR Easement Area” as used herein and in the VP Easement (and as that DNR Easement Area is reflected on the CSM) is amended and redefined in accordance with the legal description attached hereto as **EXHIBIT C**, and as depicted on the drawing that is also part of **EXHIBIT C**.
7. **Tie-Backs Under Lot 1.** The DNR Easement Area as redefined herein, in places, straddles the border between CSM Lots 1 and 2, and extends into each of Lot 1 and Lot 2. UEC (and any owner or occupant of Lot 1) shall not allow any building, structure, or improvement to be erected within or upon, and shall not excavate within or upon, any DNR Easement Area that is within Lot 1 – providing, however, UEC may install within the DNR Easement Area on Lot 1 removable paver stones that will lie on the surface of that area, that UEC must install and reinstall at its expense, as needed, to allow City to enjoy its easement rights hereunder.. In addition to the easement rights granted under the VP Easement, UEC understands that City has the right to enter Lot 1 to access the DNR Easement Area in Lot 1 and has the right to enter the DNR Easement Area in Lot 1 to maintain, repair, replace and inspect the retaining wall running along the border of Lot 1 and Lot 2 including infrastructure for that wall, including the tie-backs for that wall that are under the surface of Lot 1.
8. **VP Easement Amended.** The VP Easement is amended hereby, in accordance with the express terms hereof. Except as otherwise expressly amended hereby, the VP Easement remains in place, as written, and in full force and effect.
9. **Entire Agreement.** This Amendment, together with the VP Easement, is the entire agreement among the parties regarding the subject matter hereof. Neither this Amendment nor the VP Easement may be amended or modified except by a written agreement signed by all the parties hereto.
10. **Recording.** This Amendment shall be recorded in the ROD at UEC’s expense against Lot 1 and Lot 2 of the CSM.
11. **Counterparts.** This Amendment may be signed in one or more counterparts, each of which shall, when taken together, constitute one and the same document. Original signatures are needed and will be provided for recording.

12. **Drafter-Doctrine Not Applicable.** The contract-interpretation doctrine of “construing against the drafter” shall not apply to interpretation of this Amendment as the parties negotiated same prior to signing.

13. **Notices.** All notices permitted or required hereunder shall be considered given **(i)** upon receipt if hand-delivered by commercial courier or otherwise personally delivered, **(ii)** if sent by facsimile or e-mail, then the notice must be sent during business hours (i.e. 8:30 A.M to 4:30 P.M., Monday through Friday) on days that City’s City Hall is open for business, and the notice shall be deemed given when sent as per the following and so long as the notice is successfully sent (i.e., the sender does not receive any error, or busy, or inability to send, notification), and **(iii)** within two business days of depositing same in the U.S. mail, if sent by U.S. mail, postage-paid, addressed by name and address to the party intended as follows:

<b>CITY</b>	<b><i>with a copy to</i></b>
Jeff Polenske City Engineer DPW- Infrastructure Services Division 841 N. Broadway, Room 701 Milw., WI 53202 Ph 414-286-2400 Fax 414-286-5994 Email: jpolen@milwaukee.gov	Gregg Hagopian Asst. City Attorney 841 N. Broadway, 7 <sup>th</sup> Floor Milw. WI 53202 Ph 414-286-2620 Fax 414-286-8550 Email: ghagop@milwaukee.gov
<b>DNR</b>	<b><i>with a copy to</i></b>
Secretary Wisc. Dept. Natural Resources 101 S. Webster St. Madison, WI 53707 Ph. 608-266-2621 Fax 608-267-3579 Email: cathy.stepp@wisconsin.gov	Richard Steffes Wisc. Dept. Natural Resources 101 S. Webster St. Madison, WI 53707 Ph. 608-266-0201 Fax 608-267-2750 Richard.steffes@wisconsin.gov
<b>DOT</b>	<b><i>with a copy to</i></b>
Secretary Wisc. Dept. Transportation 4802 Sheboygan Ave. PO Box 7910 Madison, WI 53707-7910	James Thiel Wisc. Dept. Transportation Office of General Counsel 4802 Sheboygan Ave., Room 115B

Ph. 608-266-1114 Fax 608-267-2750 Email: mark.gottlieb@wisconsin.gov	PO Box 7910 Madison, WI 53707-7910 Ph. 608-266-8928 Fax 608-267-6734 Jim.thiel@wisconsin.gov
<b><u>UEC</u></b>	<b><i>with a copy to</i></b>
Judy Krause UEC Dr. of Finance and Operations 1500 E. Park Place Milwaukee, WI 53211 Ph 414-964-8505, Ext. 102 Fax 414-964-1084 Email: <a href="mailto:jkrause@urbanecologycenter.org">jkrause@urbanecologycenter.org</a>	Dennis Grzezinski Attorney 312 E. Wisconsin Ave., Suite 210 Milwaukee, WI 53202 Ph 414-289-9200 Fax 414-289-0664 Email: dennisglaw@gmail.com

<b>CP</b>	
David Drach Director, Real Estate Marketing, U.S. Canadian Pacific 501 Marquette Ave. Suite 1525 Minneapolis, Minnesota 55402  Ph. 612-904-6139 Fax: 612-904-6147	
<b>RACM</b>	<b><i>with a copy to</i></b>
Dave Misky Asst. Exec. Dr./Secretary 801 N. Broadway, 2 <sup>nd</sup> Floor Milwaukee, WI 53202 Ph. 414-286-8682 Fax 414-286-0395	Gregg Hagopian Asst. City Attorney 841 N. Broadway, 7 <sup>th</sup> Floor Milwaukee, WI 53202 Ph 414-286-2620 Fax 414-286-8550

dmisky@milwaukee.gov	
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Recipient address information (such as change in facsimile number or e-mail address, or contact person) may, from time to time, be changed by notice duly sent hereunder.

**IN WITNESS WHEREOF, THE PARTIES HERETO** have caused this Amendment to be executed by their authorized signatories as of the date first written above.

**CP: SOO LINE RAILROAD COMPANY  
D/B/A Canadian Pacific Railway**

By: \_\_\_\_\_  
David S. Drach  
Director, Real Estate Marketing, U.S.

**CP Notary**

State of Minnesota     )  
                                      )ss.  
County of \_\_\_\_\_)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2011, David S. Drach to me personally known, who signed the foregoing instrument on behalf of CP.

Notary Public: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

**RACM:  
REDEVELOPMENT AUTHORITY OF  
THE CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Lois A. Smith, Chair

And By: \_\_\_\_\_  
David P. Misky  
Assistant Executive Director/Sec.

**RACM Authentication**

Gregg C. Hagopian, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the RACM representatives above, and also authenticates the signatures of each of the RACM representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

By: \_\_\_\_\_  
GREGG C. HAGOPIAN  
Assistant City Attorney  
State Bar No. 1007373

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

<b>CITY: CITY OF MILWAUKEE</b>	<b>DNR: STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES</b>
<p>By: _____ Mayor Tom Barrett Per Common Council File No. _____</p> <p>CITY CLERK</p> <p>_____ Ronald Leonhardt, City Clerk</p> <p><b>Countersigned:</b></p> <p>By: _____ Michael J. Daun, Deputy Comptroller</p> <p><b>Milwaukee City Attorney Approval; and Authentication of CITY Signatures</b></p> <p>Gregg C. Hagopian, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the CITY representatives above, and also authenticates the signatures of each of the CITY representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ GREGG C. HAGOPIAN Assistant City Attorney State Bar No. 1007373</p> <p>Date: _____</p>	<p>By: _____</p> <p>Name Printed: _____</p> <p><b>Countersigned:</b></p> <p>By: _____</p> <p>Name Printed: _____</p> <p><b>DNR Authentication</b></p> <p>Rick Henneger, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the State DNR representatives above, and also authenticates the signatures of each of the above State DNR representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ RICK HENNEGER</p> <p>State Bar No. _____</p> <p>Date: _____</p>

<b>DOT: STATE OF WISCONSIN DEPART. OF TRANSPORTATION</b>	<b>UEC: URBAN ECOLOGY CENTER</b>
<p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p><b>Countersigned:</b></p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p><b>DOT Authentication</b></p> <p>James S. Thiel, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the State DOT representatives above, and also authenticates the signatures of each of the above State DOT representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>JAMES S. THIEL</p> <p>State Bar No. 1012582</p> <p>Date: _____</p>	<p>By: _____</p> <p>Ken Leinbach, Executive Director</p> <p>And By: _____</p> <p>Jeff Geygan, Board President</p> <p><b>UEC Authentication</b></p> <p>Dennis Grzezinski, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the UEC representatives above, and also authenticates the signatures of each of the above UEC representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>DENNIS GRZEZINSKI</p> <p>State Bar No. _____</p> <p>Date: _____</p>

163290

**EXHIBIT A**  
**PART OF CSM**

**EXHIBIT B**

**UEC CONCEPT PLAN, SHOWING UEC WALL (AND ITS SEGMENTS), DNR WALL  
AND DEPICTION OF UEC PARCEL (LOT 1 OF CSM NO. \_\_\_\_\_)**

**EXHIBIT C**

**LEGAL DESCRIPTION, AND DRAWING, FOR AMENDED DNR EASEMENT AREA**