

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO. **3794846** IO NO. **5436**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF BAYSIDE, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land twelve (12) feet in width, being a part of the following described parcel: That part of the **Southeast 1/4 of Section 5, Township 8 North, Range 22 East**, Village of Bayside, Milwaukee County, Wisconsin more particularly described as follows: Commencing at the East 1/4 corner of said Section 5, then South 00° 04' 47" East along the East line of the Southwest 1/4 of said Section 5, 42.54 feet; thence South 86° 25' 52" West 45.08 feet to the West line of Regent Rd. and the point of beginning; thence South 00° 04' 47" East along said West line 1253.57 feet to the Northerly line of the Chicago and Northwestern Transportation Co.; thence North 37° 29' 41" West along said Northerly line 1570.65 feet to the South line of Fairy Chasm Road; thence North 89° 33' 22" East along said South line 390.32 feet; thence South 00° 04' 47" East 172.50 feet; thence North 89° 33' 21" East 89.00 feet; thence North 00° 04' 47" West 22.50 feet; thence North 89° 33' 21" East 10.00 feet; thence North 00° 04' 47" West 150.00 feet to the South line of Fairy Chasm Road; thence North 89° 33' 22" East along said South line to the point of beginning.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

Address: 9075 N. Regent Rd.

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of Grantee's facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

RETURN TO:  
We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A252  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

022-9999-001  
(Parcel Identification Number)

- 6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. **Indemnify and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said underground electrical facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Grantee's exercise of any of its rights under this easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, Grantor's employees, agents and invitees and any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of the Grantee's facilities.

Grantor: VILLAGE OF BAYSIDE, a municipal corporation

By *Samuel Dickman*

(Print name and title): Samuel Dickman  
Village President

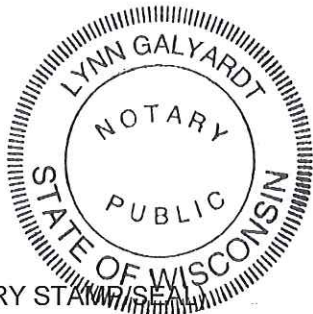
By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

Personally came before me in Milwaukee County, Wisconsin on September 17, 2015,  
the above named Samuel Dickman, the Village President  
and \_\_\_\_\_, the \_\_\_\_\_

of the VILLAGE OF BAYSIDE, a municipal corporation, for the municipal corporation, by its authority, and pursuant to Resolution File

No. 15-15 adopted by its Village Board of Trustees on September 17, 2015.



(NOTARY STAMP/SEAL)

*Lynn Galyardt*  
Notary Public Signature, State of Wisconsin

Lynn Galyardt  
Notary Public Name (Typed or Printed)

My commission expires 9/27/15