

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 3526468 & 3522333

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JELIVANN WAUKESHA LLC**, 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 and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width of Grantor's premises described as **Lots 6, 7 and 8 of Certified Survey Map 11104** recorded in the office of the Register of Deeds for Waukesha County on October 7th, 2013, in Volume 109 of Certified Survey Maps, on Pages 34 through 38, inclusive, as **Document No. 4046895**, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 7 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

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

4063995

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 29, 2014 11:48 AM
James R Behrend
Register of Deeds

9 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book Page -



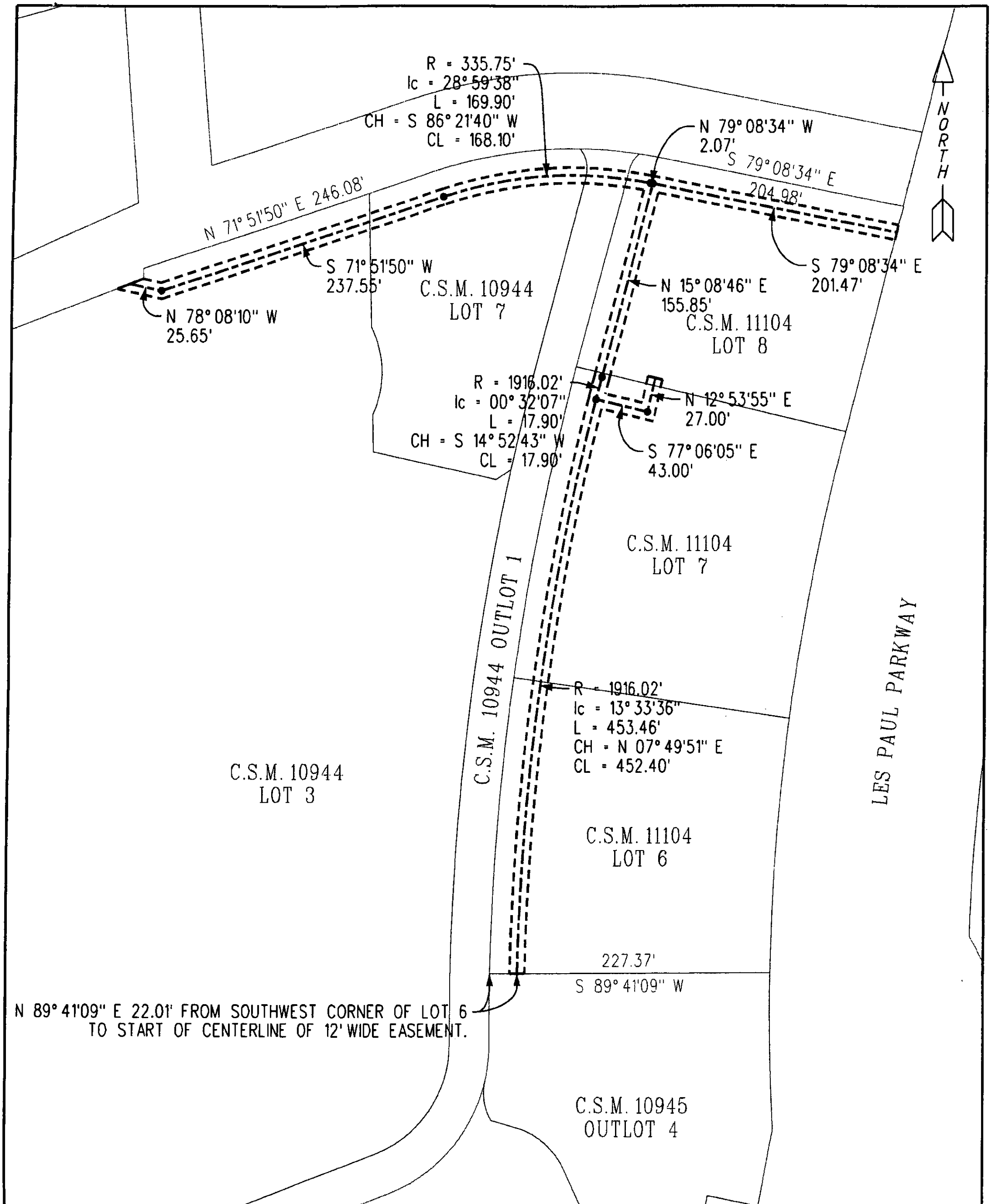
RETURN TO:

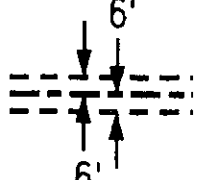
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

WAKC 1007-047

(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to 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. 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, but only as reasonably necessary, 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 the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
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, which consent Grantee will not unreasonably withhold or delay.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
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. **Nonexclusive:** The easement granted hereby is nonexclusive, except that any further grant of easement shall be subject and subordinate to the easement granted hereby, just as this easement is subject and subordinate to all matters of record title.
8. **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.



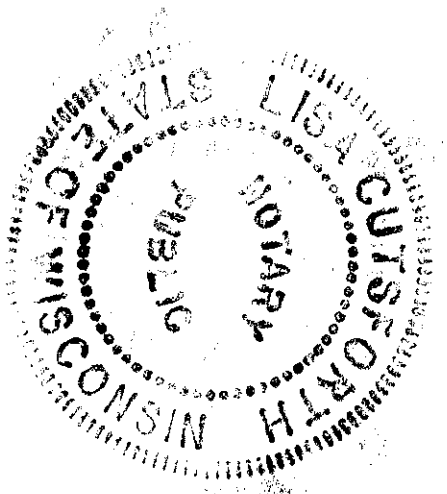
KEY	WE ENERGIES - EXHIBIT "A"	DRAWN BY: JIM CLARKE
 <p>CENTERLINE 12' WIDE EASEMENT</p>	<p>12' WIDE EASEMENT IN PART OF THE SW 1/4 OF SECTION 36, T7N R19E CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN</p>	SCALE: 1" = 100'
		DATE: 12-16-2013
		ORDER #: 3526468 & 3522333

Grantor: JELIVANN WAUKESHA LLC

By: 

BRET BACKUS / MANAGER

Acknowledged before me in Dane County, State of Wisconsin, on December 4, 2013,
by BRET BACKUS the MANAGER of JELIVANN WAUKESHA LLC, in its name and on its behalf.



(NOTARY STAMP/SEAL)



Notary Public Signature, State of Wisconsin

Lisa Cutsforth


Notary Public Name (Typed or Printed)

My commission expires April 16, 2017

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

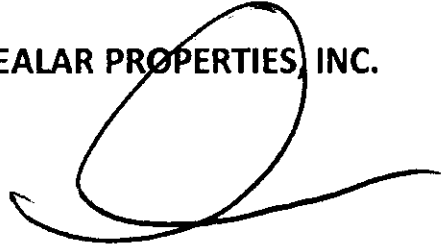
CONSENT OF MORTGAGEE

Undersigned Woodman's Food Market, Inc., the mortgagee of Lot 6 of CSM 11104, hereby consents to this Easement.

<p>WOODMAN'S FOOD MARKET, INC.</p> <p></p> <p>By: _____ Bret Backus, Vice President-Real Estate</p>	<p>ACKNOWLEDGEMENT</p> <p>STATE OF WISCONSIN))ss. COUNTY OF DANE)</p> <p>Personally came before me on <u>December 4</u> 2013, Bret Backus, to me known to be the person who executed the foregoing instrument and acknowledged the same.</p> <p><u>Lisa Cutsforth</u> By: <u>Lisa Cutsforth</u> Notary Public, State of Wisconsin My Commission expires: <u>4-16-2017</u></p>
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CONSENT OF MORTGAGEE

Undersigned Dealar Properties, Inc., the mortgagee of Lot 7 of CSM 11104, hereby consents to this Easement.

<p>DEALAR PROPERTIES, INC.</p>  <p>By: _____ Bret Backus, Vice President</p>	<p>ACKNOWLEDGEMENT</p> <p>STATE OF WISCONSIN))ss. COUNTY OF DANE)</p> <p>Personally came before me on <u>December 4</u>, 2013, Bret Backus, to me known to be the person who executed the foregoing instrument and acknowledged the same.</p> <p><u>Lisa Cutsforth</u> By: <u>Lisa Cutsforth</u> Notary Public, State of Wisconsin My Commission expires: <u>4-16-2017</u></p>
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CONSENT OF MORTGAGEE

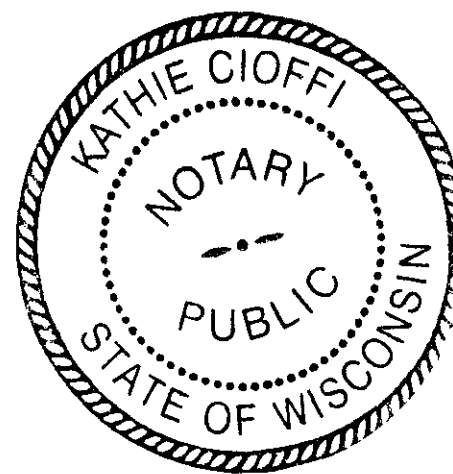
Undersigned Woodman's Food Market, Inc., the mortgagee of Lot 8 of CSM 11104, hereby consents to this Easement.

<p>WOODMAN'S FOOD MARKET, INC.</p> <p>By:  Bret Backus, Vice President-Real Estate</p>	<p>ACKNOWLEDGEMENT</p> <p>STATE OF WISCONSIN))ss. COUNTY OF DANE)</p> <p>Personally came before me on <u>December, 4,</u> 2013, Bret Backus, to me known to be the person who executed the foregoing instrument and acknowledged the same.</p> <p><u>Lisa Cutsforth</u> By: <u>Lisa Cutsforth</u> Notary Public, State of Wisconsin My Commission expires: <u>4-16-2017</u></p>
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CONSENT OF MORTGAGEE

Undersigned BMO Harris Bank, N. A., the mortgagee of Lot 7 of CSM 11104, hereby consents to this Easement.

<p>BMO HARRIS BANK, N. A.</p> <p>By: <u><i>Steve Gorgelle</i></u> Name: <u>Steve Gorgelle</u> Title: <u>VP</u></p>	<p>ACKNOWLEDGEMENT</p> <p>STATE OF WISCONSIN))ss. COUNTY OF <u>Waukesha</u></p> <p>Personally came before me on <u>December 5, 2013</u> 2013, Bret Backus, to me known to be the person who executed the foregoing instrument and acknowledged the same.</p> <p><u><i>Kathie Cioffi</i></u> By: <u>Kathie Cioffi</u> Notary Public, State of Wisconsin My Commission expires: <u>6-29-2014</u></p>
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CONSENT OF LAND LESSEE

Undersigned Waukesha State Bank, has a leasehold interest in Lot 6 of CSM 11104, hereby consents to this Easement.

<p>WAUKESHA STATE BANK</p> <p>By: <u>Tina Neis</u></p> <p>Name: <u>Tina Neis</u></p> <p>Title: <u>Vice President</u></p>	<p>ACKNOWLEDGEMENT</p> <p>STATE OF WISCONSIN))ss. COUNTY OF WAUKESHA)</p> <p>Personally came before me on <u>December 6</u> 2013, <u>Tina Neis</u> to me known to be the person who executed the foregoing instrument and acknowledged the same.</p> <p><u>Erika Gerasimow</u> By: <u>Erika Gerasimow</u> Notary Public, State of Wisconsin My Commission expires: <u>April 19, 2015</u></p>
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CONSENT OF LAND LESSEE

Undersigned Beres Foods LLC, has a leasehold interest in Lot 7 of CSM 11104, hereby consents to this Easement.

<p>BERES FOODS LLC</p> <p>By: <u><i>Gary Beres</i></u> Name: <u><i>Gary D. Beres</i></u> Title: <u><i>President</i></u></p>	<p>ACKNOWLEDGEMENT</p> <p>STATE OF WISCONSIN))ss. COUNTY OF WAUKESHA)</p> <p>Personally came before me on <u><i>December 5</i></u> 2013, <u><i>Gary Beres</i></u> to me known to be the person who executed the foregoing instrument and acknowledged the same.</p> <p><u><i>Lisa Wood</i></u> By: <u><i>Lisa Wood</i></u> Notary Public, State of Wisconsin My Commission expires <u><i>5 permanent</i></u></p>
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