

1090104

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS. 53  
RECORDED 64

1979 MAY -9 PM 1:41

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DECLARATION OF RESTRICTIONS  
FOR MARLAN MEADOWS SUBDIVISION  
REGISTER OF DEEDS

13

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned Foreland Ltd., a corporation existing under the laws of the State of Wisconsin, and being owner of the property known as:

MARLAN MEADOWS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ONE QUARTER OF SECTION FOUR, TOWNSHIP 5 NORTH, RANGE 20 EAST, CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN

1090104

intending to establish a general plan for the use, occupancy, and enjoyment of said subdivision, does hereby declare that all lots therein shall be subject to the following restrictions, which shall remain in force for a period of FIFTY (50) years from the date of the recording hereof.

1. GENERAL PURPOSES: The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to preserve and enhance the value of investments made by purchasers of building sites therein.

2. No lot shall be used for other than single family residential purposes. All structures shall be designed by a person experienced in residential design or a professional engineer or architect. All buildings shall be completed

ROBERT W. STACK  
REALTOR

ROBERT W. STACK & ASSOCIATES, INC.  
OFF: 425-9111 RES: 679-2022

within the allotted time set by the City of Muskego in its ordinances, or within the period of one (1) year from the start of construction, whichever period shall be shorter.

3. The size and heights of the buildings shall be as follows: No dwelling shall exceed two and one-half (2½) stories in height. The minimum building area, exclusive of porches, garages, bays, patios, breeze-ways, and similar addition, shall not be less than the following schedule, to-wit:

- A. ONE (1) STORY DWELLING...1650 SQUARE FEET, MINIMUM.
- B. ONE AND ONE-HALF (1½) STORY DWELLING...1700 SQUARE FEET, MINIMUM.
- C. TWO (2) STORY DWELLING...1850 SQUARE FEET, MINIMUM WITH A MINIMUM OF 1000 SQUARE FEET ON FIRST FLOOR.
- D. SPLIT LEVEL - MINIMUM OF 1000 SQUARE FEET ON THE UPPER TWO LEVELS: MINIMUM OF 1600 SQUARE FEET TOTAL LIVING AREA.
- E. BI-LEVEL - MINIMUM OF 1400 SQUARE FEET ON THE UPPER LEVEL: MINIMUM OF 1600 SQUARE FEET TOTAL LIVING AREA.

The exterior of all structures shall be brick, frame, or stone, or a combination thereof. Each dwelling shall have a minimum of one and one-half (1½) baths. No garage shall be smaller than two cars or larger than three cars in size; and shall be either an integral part of the dwelling or connected by a porch or breeze-way to the dwelling.

4. No structure of any kind shall be moved onto any lot and no living quarters of temporary character shall be permitted at any time, it being the intention that only permanent private dwellings and garages shall be permitted. No boat, trailer, or trucks may be parked on the premises outside of the garage, other than for the delivery of materials or merchandise, and except during the construction or remodeling periods. No lot shall be used in whole or in part for the storage of rubbish or building materials of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will omit foul or obnoxious odor; or

that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

5. All electric and telephone lines shall be placed underground.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except not more than two dogs, two cats, or other small household pets such as canaries or parakeets, provided they are not kept, bred, or maintained for any commercial purposes.

7. The undersigned reserves the right to set finished yard grades of all buildings, pools, fences, or any other structures to be erected or constructed. All dirt from excavations upon any lot which is not used on the premises shall be deposited in such places within the subdivision as shall be directed by the undersigned, without cost to the undersigned, if requested by the undersigned.

8. In order to maintain harmony in appearance and to protect the owners of the lots in the subdivision, no building, fence, sign, wall, swimming pool, or other structure shall be erected, constructed, or maintained upon any lot; nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such building, garage, fence, wall, or other structure, the elevation thereof, and the grade of the lot and a sketch or view of such building or structure of changes shall have been submitted to and approved in writing by the undersigned or its designated representatives, who will act as the architectural control committee.

A. The decisions of such committee with respect to any such matters shall be final and binding upon all parties. The committee shall have the right to refuse to approve any such plan or specifications which in the conclusive judgment of a majority of its members, are not in conformity with these restrictions or are not desirable aesthetically, or for any other reasons. In passing upon such plans and specifications,

the committee may take into consideration the suitability of the proposed building or other structures, its design, elevation, and the materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings, and the view from the adjacent property. All decisions of the committee on said matters shall be final. The committee shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship.

B. Neither the undersigned nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. In the event of the death or resignation or refusal to act of any of the members of the Committee while any unimproved lot remains unsold by the Sellers or its successors or assigns, then a successor to such member of the Committee shall be appointed in writing by the undersigned or its successors or assigns. When all the unimproved lots in the Subdivision have been sold by the undersigned, or its successors or assigns, the Committee shall thereafter consist of three (3) persons, who shall be elected by a majority of the owners of the improved lots in the Subdivision.

C. These restrictions shall be deemed and construed to run with the land and shall be binding upon all of the respective purchasers of each of the said lots and upon all persons holding or claiming through them. The present buyer, and the successive buyers of said property, assume all responsibility for making known the contents of this document to any further prospective buyers in the event of selling said property. Upon violation of any one or more of these restrictions by any person or entity, any owner of any lot in Marlan Meadows, or any member of the Committee shall have the right, but not the obligation, to proceed at law against the person or persons so violating and is entitled to both equitable and legal relief. Invalidation of any one of these covenants and restrictions by judgment or Court Order shall in no way affect any of the other provisions, each of which shall be construed and deemed severable, and all of which not so invalidated shall remain in full force and effect.

9. LANDSCAPE ARCHITECTURAL CONTROL: All landscaping must be completed within one (1) year after the completion of the

residence. Said landscaping must include a hard surfaced drive, and a parking stand or turn-about consisting of concrete, asphalt or similar material. No permanent gravel drive will be permitted. The hard surface drive with concrete, asphalt or similar material must be installed within one (1) year from the date the premises are substantially completed. Developers have selected and approved an electric lamp and post, with photo electric cell, which the lot buyer or his representative, shall purchase and install where the driveway abuts the curb and gutter. The cost of the lamp and post to be paid by the purchaser at the time of "closing" or at the time the house plans are approved by the Architectural Control Committee. The lamp and post must be permanently installed and in operating condition before occupancy of the premises is taken by the owner.

10. SURFACE WATER DRAINAGE: Each lot owner must strictly adhere to, and finish grade his lot in accordance with the master grading plan on file in the office of the developer or in the office of the City Building Inspector. The Developer and the City Building Inspector shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, and correction of any drainage condition. The Architectural Control Committee may, if necessary, require additional easements for drainage purposes.

11. Any violation of these restrictions which shall exist for a period of one (1) year without a written protest thereof being received by the owner of the lot involved shall not be considered a violation thereafter. These restrictions may be changed, modified and amended by the Committee with the consent of 60% of the owners of the lots in the Subdivision. Each lot in the Subdivision shall be entitled to one (1) vote in determining said consent. These restrictions shall be deemed and construed to run with the land and shall be binding upon the respective owners of each of said lots and upon all persons holding or claiming under or through them.

12. The owner of each lot in Marian Meadows Subdivision shall be required to be a member of Marian Meadows Home Owners Association, Inc., in accordance with the provisions of the Articles of Incorporation and by-laws of the said association.



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REEL 356 PAGE 940

REGISTER'S OFFICE }  
WAUKESHA COUNTY, WIS. } SS  
RECORDED IN

1979 MAY -9 PM 1:41

REEL 356 PAGE 940

*Stephen J. Shulman*  
REGISTER OF DEEDS

DECLARATION OF WATER TRUST

for

MARLAN MEADOWS SUBDIVISION

*1-2-79*  
*70*

1090105

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, Foreland, Ltd., being the sole owner of the subdivision known as "Marlan Meadows" located in the SE ¼ of Section 4, Township 5 N., Range 20 East, in the City of Muskego, Waukesha County, Wisconsin; in order to provide and establish a water system to service and supply the said subdivision, (and certain contiguous lands, as hereinafter provided), has reserved the right to construct and operate water wells, pumping facilities, and related maintenance and water storage facilities, upon Outlot 3 of the said subdivision, as fully appears upon the plat of the said subdivision on file in the Office of the Register of Deeds in and for Waukesha County, Wisconsin; and,

FURTHER KNOW YE, that the undersigned intends to cause water mains to be constructed and maintained in the dedicated roads or streets located within the said subdivision, so as to provide the availability of lateral connections to serve each single family building lot within the said subdivision; and,

WHEREAS, the term "Water System" as hereinafter used, shall be deemed to refer to all water mains, water wells, water pumping, water storage, and all related water facilities referred to in the preceding paragraphs; and,

WHEREAS, the undersigned declarant intends that the lots within the said subdivision shall be sold, and that single-family dwelling units shall be erected thereon:

THEREFORE, the undersigned hereby gives and grants to the trustee hereunder, the exclusive right to operate and maintain the Water System located within, under, or upon the Marlan Meadows Subdivision. Subject to the terms, provisions, conditions, and limitations hereof, owners of lots within the said subdivision, or occupants of dwellings erected thereon, shall have the right to take water from the said Water System. The undersigned covenants and agrees that it will--to the extent reasonably possible--require that each lot within the subdivision (And any adjacent properties to which this declaration of trust may apply) shall be held and owned subject to the terms and conditions of this trust.

TRUST PROVISIONS

1. Beneficiaries: Every Owner of a residential lot in Marlan Meadows Subdivision and, if and when served, Owners of residential lots in any adjacent subdivision or development owned or developed by the Declarant, or Declarant's assigns or designee, provided that such contiguous development or subdivision is located in the Northwest Quarter of Section 3,

or in Section 4, Township 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin, shall be the beneficial owner of an undivided interest in and to the Water System, that beneficial ownership to be as hereinafter described and limited. Such beneficial ownership shall terminate upon any such person ceasing to be such Owner. "Owner" shall include:

- (a) The holder of record title fee to a lot, unless such holder is vendor under a recorded land contract.
- (b) The vendee under a recorded land contract.

Where two or more persons are joint owners or co-owners of a lot, the beneficial ownership of the undivided interest in the water system with respect to that lot shall be joint.

2. Inspection and Repairing: The Trustee or any individual or entity designated by the Trustee, shall have the right to enter upon any portion of the subdivision (Including any contiguous development or subdivision to the extent such contiguous development or subdivision is served by the Water System) upon which is located any portion of the Water System, or any lands or buildings necessary to conveniently access any portion of the Water System, for the purpose of inspecting, maintaining, improving, or replacing the one or more component parts of the Water System, or for any other purpose which may be incidental or ne-

cessary in conjunction therewith.

3. Connection to System: Each lot owner, in the area served by the Water System, may connect to laterals to the water mains for the purpose of supplying water to such building lot in such manner as may be directed by the Trustee. The laying and connecting of any new lateral pipes and the connection to new or existing lateral pipes shall be at the expense of the lot Owner. After connection with the system, the lot Owner shall be obligated to make the payments provided in paragraph seven (7).

4. Other Wells Prohibited: No additional or alternative well or other water supply source shall be constructed, maintained, or used upon any lot, if water supply service to such lot is available from the Water System.

5. Rights of Use:

- (a) The Owner or occupants of each lot served by the Water System shall have the right to reasonable access to the water system, subject to the same right as the Owners of each of the other lots so served, to the end that all of such Owners may draw water from the Water

System as herein provided. The Water System shall be for ordinary domestic use and purposes only.

- (b) The City of Muskego shall have the right to draw water from the Water System for municipal purposes related to the lands upon which the Water System is located, or related to the dedicated roads or streets which directly access the said lands. In addition any individual or entity shall have the right to draw water from the Water System through the fire hydrants provided by the Water System for the purpose of fighting or preventing fires upon the lands served by the Water System, or upon adjacent lands.

6. Rules and Regulations: The Trustee from time to time shall promulgate rules and regulations relating to the use of water supplied by the Water System. Copies of such rules shall be distributed to all affected Owners. Each Owner and occupant shall be bound by the rules and regulations so promulgated.

7. Charges: Owners or occupants of lots connected to the Water System shall pay the sum of Forty (\$40.00) Dollars per quarter to the Trustee, which amounts shall be used for the repair, maintenance, replacement, reconstruction, and all other costs and expenses including

taxes and reasonable reserves, directly or indirectly incurred in conjunction with the operation and maintenance of the Water System.

The Trustee is authorized and empowered--when necessary--to adjust the aforesaid quarterly charges so as to assure sufficient funds to cover all operating expenses, and to establish reasonable and adequate reserves for repairs and replacements.

8. Default: In the event that any Owner or occupant shall fail to pay the quarterly charges levied for the maintenance and upkeep of the water system, then upon five (5) days' notice the water service to said lot may, at the option of the Trustee, be discontinued, and for that purpose the Trustee is empowered upon failure of payment of such charges to disconnect and sever any lot from the Water System. Water service shall be reinstated following payment of all charges in arrears, together with the cost of disconnecting and reconnecting the service.

9. Accounts: The Trustee shall keep true and correct accounts of all income and expense, which books of account shall be subject to the inspection of any of the lot Owners, upon reasonable notice.

10. Trustee: The Declarant shall act as the

Trustee, without compensation, and until it shall resign as Trustee, and until a successor Trustee shall be duly elected and shall have qualified. The Trustee shall have the right to operate and manage the Water System, and shall have the obligation to collect from the Owners or occupants of lots served by the Water System the charges required to be collected by the Trustee as hereinabove provided. Any Trustee after the Declarant shall be entitled to receive compensation at the rate of One Hundred (\$100.00) Dollars per month for the services of such Trustee. Nothing in this paragraph shall prohibit a different amount of compensation being paid to such Trustee, provided such different compensation is approved by the Owners of more than one-half ( $\frac{1}{2}$ ) of the lots served by the Water System.

11. Death or Resignation of Trustee: In the event of the death or resignation of the Trustee, a Special Meeting of all of the Owners of the lots upon which dwellings shall have been erected and connected to the water system may be called by any such Owner, and a successor Trustee shall be elected at such Special Meeting by a Majority Vote of Owners.

12. Removal of Trustee: The Trustee may be removed by a Majority Vote of Owners, for any cause, at any Special Meeting duly called for that purpose. Said meeting may be called by any Owners of at least one-half ( $\frac{1}{2}$ ) of the lots served by the Water System.

13. Voting Rights: At each Meeting, the Owner of each lot shall have one (1) vote for each dwelling unit connected to the Water System.

Owners holding in the aggregate one-half ( $\frac{1}{2}$ ) of all votes entitled to be cast, present in person or represented by written proxy, shall constitute a quorum at a Meeting of Owners. A Majority of all votes entitled to be cast and present in person or represented by proxy at a Meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Owners. Wherever used in this Declaration of Trust, the term "Majority Vote of Owners" shall be understood to refer to such vote necessary for adoption of any matter to be voted upon by the Owners.

14. Meetings:

- (a) Meetings shall be held at such place within Milwaukee County or Waukesha County, Wisconsin, as shall be designated in the Notice of Meeting.
- (b) Meetings of the Owners may be called by Trustee, or by Owners having one-fourth ( $\frac{1}{4}$ ) of the votes entitled to be cast at such Meeting.
- (c) Written notice stating the place, date, and hour of the Meeting and the purpose or purposes for which the Meeting is called, shall be delivered not less than seven (7) nor more than fourteen (14) days before

the date of the Meeting, either personally or by mail, by u. at the direction of the Trustee, or the Owners calling the Meeting, to each Owner entitled to vote at such Meeting.

- (d) Notice of any Meeting may be waived in writing by all Owners entitled to vote thereat, either before or after the Meeting.

15. Qualification of Trustee: Except in cases of death, resignation, or removal as hereinabove provided, each Trustee shall serve until his Successor has been duly elected and qualifies. Upon qualifying, the new Trustee shall receive from the retiring Trustee, all books and records of the Water System, together with all funds on hand, and the new Trustee shall be responsible for the management and operation of the Water System until his successor is duly elected and qualifies. Each Trustee shall cause to be delivered to the City Clerk and City Engineer for the City of Muskego, a letter indicating that he is serving in that capacity.

16. Jurisdiction of Circuit Court: The Circuit Courts of Waukesha County, Wisconsin, shall have jurisdiction over this Trust, and the Owner of any lot may apply to said court by petition for instructions relating to this Trust or to any matter in connection with the operation of said Water System.

17. Termination: This Trust shall terminate in the event:

- (a) The Trustee shall transfer the Water System and related easements to a Governmental authority or to a public utility company regulated by the Wisconsin Public Service Commission
  - (1) At the request of, and upon such terms and conditions as may be approved by, the City of Muskego and the Owners of a majority of the lots connected to the Water System, or
  - (2) upon the issuance of a judicial decree requiring such transfer. The term "transfer" as used herein shall include, but is not limited to, transfer by sale or as the result of condemnation proceedings. Immediately upon such transfer this Trust shall terminate.
- (b) In the event that other adequate water service is provided through means other than the water supply system by a Governmental authority or public utility company regulated by the Wisconsin Public Service Commission, the Trustee shall dispose of the water system and easements upon such terms and conditions as may be approved by the City of Muskego and by the Owner or Owners of a majority of the lots connected to the Water System, and this Trust shall terminate.

- (c) In the event the Water System is, in its entirety, at the option of the City of Muskego, connected to or integrated with any municipal, intermunicipal or metropolitan system which may hereafter be established by the City of Muskego, either alone or in cooperation with other municipalities or any statutory water district, then such connection and integration shall be made without the awarding of any damages or the payment of any sum in consequence thereof by the said City of Muskego, water district and/or municipalities and any cash reserves and proceeds realized from the disposition of assets not required in connection with such connection and integration shall be distributed to the lot Owners as hereinafter provided, and this Trust shall terminate.
- (d) Upon termination of this Trust, any cash reserves or proceeds to the Trust from the disposition of the assets of the Water System, shall be divided proportionately among the then Owners of the lots served by this Trust.

18. Covenants Running with Land: The Declarant, Foreland, Ltd., does hereby represent that the Water System hereby established shall be installed and constructed in compliance with all applicable administrative

standards promulgated by all agencies of the State of Wisconsin having jurisdiction over the same. This instrument shall be recorded in the Office of the Register of Deeds in and for Waukesha County, Wisconsin, and reference to such recording shall be made in any conveyances purporting to convey any lands which are or may be covered by the terms and provisions of this Water Trust. The recording hereof shall be deemed to create and establish all easements in all lands affected hereby which are reasonably necessary to insure the carrying out of the established purposes hereof. This Declaration shall inure to the benefit of the named beneficiaries hereof and to the benefit of their heirs, executors, successors, administrators, or assigns.

19. This Water Trust Declaration is complimentary to and is to be read in conjunction with the Subdivider's Agreement entered into by the City of Muskego and Foreland, Ltd., covering the development of Marlan Meadows Subdivision.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Water Trust to be executed this 7<sup>th</sup> day of May, 1979.

FORELAND, LTD.

BY: John J. Groh  
John J. Groh, President

BY: Robert G. Fox  
Robert G. Fox, Vice President

In the Presence of:

E. Handlyg Bresten  
Jean Maranda

STATE OF WISCONSIN )  
 ) ss.  
MILWAUKEE COUNTY )

Personally came before me this 7th day of  
May, 1979, the above named John J. Groh  
and Robert G. Fox, to me known to be  
the persons who executed the foregoing instrument  
and who acknowledged that they executed the same  
as their own free act and deed as President and  
Vice President of FORELAND, LTD.



*Betty Esplund*  
-----  
Betty Esplund  
NOTARY PUBLIC, STATE OF WISCONSIN  
My Commission Expires: Feb. 27, 1983

THIS INSTRUMENT DRAFTED BY:  
FORELAND, LTD.

*Foreland Ltd.,  
16724 W. Crescent Dr.  
New Berlin*

MILWAUKEE COUNTY REC'D 5/15/79

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT, made this 9TH day of MAY, 1979, by and between FORELAND LTD., the "DEVELOPER", a corporation organized and existing under the laws of the State of Wisconsin, and the CITY OF MUSKEGO, a municipal corporation of the State of Wisconsin, located in Waukesha County, hereinafter called the "CITY".

*16*

WITNESSETH: *(No Exhibits Attached)*

WHEREAS, DEVELOPER has submitted for approval by the CITY, a proposed final plat for MARLAN MEADOWS, a single family residential subdivision, a copy of which is attached hereto as Exhibit "A"; and,

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of plat approval, the governing body of the CITY may require that the Developer make and install certain public improvements reasonably necessary for the subdivision, and further, may require the dedication of public streets, alleys or other ways within the subdivision, to be conditioned upon the construction of said improvements according to municipal specifications without cost to the municipality; and,

WHEREAS, the CITY'S engineers have duly approved the DEVELOPER'S plans and specifications for subdivision improvement and the Common Council has duly approved and authorized the terms and provisions of this agreement, and approved the final plat of MARLAN MEADOWS, and;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

1090106

SUBDIVIDER'S COVENANTS

SECTION 1. IMPROVEMENTS:

REGISTRY'S OFFICE  
WAUKESHA COUNTY, WISCONSIN  
REGISTER OF DEEDS  
MAY -9 PM 1:12  
REEL 956 PAGE 953  
*Spencer*

The DEVELOPER, entirely at its expense, within a period of twelve (12) months from the date hereof shall:

A. Roads and Streets: Grade and improve all roads and streets in MARLAN MEADOWS, in accordance with the plat of said subdivision and the plans and specifications attached hereto as Exhibit "B".

B. Sanitary Sewer: 1. Construct, install, furnish and provide a complete sanitary sewage collection system throughout the entire subdivision, all in accordance with the plans, specifications and drawings attached hereto as Exhibit "C".

2. Furnish "as built" plans of the entire system, to the CITY, including location and elevation of laterals to the lot lines. The City will prepare "as built" and the expense thereof shall be paid by Developer.

3. The CITY shall furnish the DEVELOPER such permits or easements as may be required in any public street or property to enter upon and install the above described sewage system therein.

C. Water: 1. Construct, install, furnish and provide a complete system of water supply and distribution, throughout the entire subdivision, as approved by the City Engineer and in accordance with the plans and specifications attached hereto as Exhibit "D".

2. Upon completion, furnish and provide the CITY with a complete summary of the actual construction costs for such system of water supply and distribution broken down in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.

3. Furnish "as built" plans of the entire system, including hydrant and valve locations, and locations and elevations of laterals to lot lines. The City will prepare "as built" and the expense thereof shall be paid by Developer.

4. Furnish well test data and other information required

by the Department of Natural Resources, the Public Service Commission and the CITY.

5. The CITY shall furnish the DEVELOPER such permits or easements as may be required in any public street or property to enter upon and install the above described water system therein.

6. The following special provisions shall apply to the well, water mains and water laterals to be installed by DEVELOPER pursuant to this agreement:

(a) If and to the extent necessary, the CITY shall grant a franchise to DEVELOPER, or to MARLAN MEADOWS HOMEOWNERS ASSOCIATION, INC., or to any successor in title to the Water Facilities, or to a trust which shall hold legal title to said facilities for the benefit of all owners of lots within the subdivision, to operate a private utility to serve the subdivision; provided, however, that the rates and service charges of such utility shall be formulated so as not to recoup, or produce any return upon, the initial capital cost of installing the Water Facilities.

(b) The CITY shall have an indefinite option upon thirty days' notice to require transfer of the Water Facilities as of the end of any billing period, without consideration from DEVELOPER or its' successors in title thereto to any municipal, intersunicipal, or metropolitan water system which may hereafter be established by the CITY, either alone or in cooperation with other municipalities or any statutory water district, provided, however, that such option shall terminate if, prior to its exercise, and with the consent of the CITY, ownership of said water facilities shall have been transferred to a privately owned public utility, the proceeds from such sale having

been divided among all of the then lot owners.

(c) The CITY grants to DEVELOPER, and to its successors in title to the Water Facilities, a perpetual right and easement under all dedicated public streets in the subdivision for the installation, maintenance and repair of the Water Facilities. DEVELOPER, or its successors in title to the Water Facilities, in connection with any such maintenance and repair work, shall erect suitable, lighted barricades; shall repair, restore and rebuild as necessary all streets and other public improvements located in dedicated streets which may be opened, damaged or removed in performing such work; and the party performing any such work shall indemnify the CITY and hold it harmless against all loss, damage, claims and expenses to or by any third party as a result of any such work performed within the right-of-way of a public street.

(d) The CITY at all times shall have the right to draw water from said system through the fire hydrants provided therefore for fire-fighting and other municipal purposes without charge to such municipality.

(e) The DEVELOPER agrees to preserve and maintain the water capacity of the well and pumping facility measured in terms of the Department of Natural Resources flow requirements and the requirements of the City Engineer, to satisfactorily serve the lots in the subdivision for a period of two (2) years from the date the well is put into operation or service.

D. Surface Water Drainage: 1. Construct, install, furnish and provide adequate facilities as approved by the City Engineer and Public Works Committee for storm and surface water drainage throughout the entire subdivision, in accordance with the plans and specifications attached hereto as Exhibit "E".

2. The CITY shall furnish to the DEVELOPER, such permits or

easements as may be required in any public street or property to enter upon and install the above described surface water drainage system.

E. Landscaping:

1. Preserve existing trees, wherever possible, in the construction of subdivision improvements.

2. Remove and lawfully dispose of all old barns, out-buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth, and all rubbish.

3. The DEVELOPER at its' own expense shall furnish a bond in the amount of \$5,000.00 to assure the planting of street trees. Said trees shall be planted in compliance with Section 8.13 of the Muskego Land Division Ordinance.

SECTION 11. DEDICATION:

Subject to all of the other provisions of this agreement DEVELOPER shall, without charge to the CITY, upon completion of all of the above described improvements, unconditionally give, grant, convey and fully dedicate the same to the CITY, its successors and assigns forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines plant, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto.

SECTION 111. INSPECTION AND ADMINISTRATION FEES:

The DEVELOPER shall pay and reimburse the CITY all fees as required and at the times specified in Section 10 of its' land division ordinance.

SECTION IV. SPECIAL ASSESSMENTS:

There are no special assessments now outstanding against the property which is the subject of this agreement.

SECTION V. MISCELLANEOUS REQUIREMENTS:

The DEVELOPER shall:

A. Easements: Provide any easements on DEVELOPER'S land deemed necessary by the CITY'S engineers before the final plat is signed, provided such easements are so located as not to render any lot unbuildable or unsaleable.

B. Street Signs: Reimburse the CITY for the cost of all street signs and posts and the cost of their installation.

C. Manner of Performance: Cause all construction called for by this agreement to be carried out and performed in a good and workmanlike manner.

D. Survey Monuments: Properly place and install all survey or other monuments required by statute or ordinance.

E. Deed Restrictions: Execute and record deed restrictions in the form attached hereto as Exhibit "F".

F. Park Dedication: The DEVELOPER shall dedicate lands as shown on the final plat for park purposes.

G. Grades: Furnish to the Building Inspector of the CITY a copy of Exhibit "A" showing the street grade in front of each lot, the yard grade and the grade of all four corners of each lot.

SECTION VI. GUARANTEES:

The DEVELOPER shall guarantee the sanitary sewer, and surface water drainage improvements and other improvements described in Section 1, items A, B, C, D and E, hereof, against defects due to faulty materials or workmanship provided that such defects appear within a period of one year from the date of dedication. The DEVELOPER shall pay for any damages to CITY property resulting from such faulty materials or workmanship.

SECTION VII. GENERAL INDEMNITY:

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In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, DEVELOPER shall indemnify and save harmless the CITY, its' officers, agents and employees, and shall defend the same from and against any and all liability, claims, loss, damages, interest actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from or arise in the course of, out of, or as a result of the DEVELOPER'S negligent performance of this agreement, or the DEVELOPER'S negligent construction or operation of improvements covered thereby, or its violation of any law or ordinance, the infringement by it of any patent, trademark, trade name or copyright, and its use of road improvements prior to their formal dedication to the CITY as provided in Section 11 hereof.

In every such case, where judgment is recovered against the CITY, if notice, and opportunity to defend, has been given to the DEVELOPER of the pendency of the suit within ten (10) days after its commencement, the judgment shall be conclusive upon the DEVELOPER not only as to the amount of damages, but also as to its liability to the CITY.

SECTION VIII. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the CITY'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the subdivision.

CITY'S COVENANTS

SECTION IX. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required, and shall dedicate the same to the CITY, the same shall be accepted by the CITY.

SECTION X. CONSTRUCTION PERMITS, ETC.:

The CITY shall, within its authority, issue such permits, adopt such resolutions, and execute such documents as may be necessary to

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to construct the improvements in accordance with plans and specifications called for by this agreement, upon DEVELOPER'S compliance with any deposit provisions or other requirements of the applicable ordinances or regulations; and the CITY shall cooperate with DEVELOPER in obtaining similar permits, resolutions, and documents as may be necessary, from other authorities having jurisdiction in the premises.

CITY shall, as a condition of the DEVELOPER executing this agreement, make available to the DEVELOPER or its nominee or assigns, building permits for the construction of sixty-nine (69) single family residences, subject to the provisions of Section XI.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

The CITY shall, upon the execution of this agreement, grant DEVELOPER, or its nominee or nominees, building permits for the construction of not more than seven (7) model homes, to be constructed upon such lots in the subdivision as may be selected by the DEVELOPER, or its nominee or nominees. It is expressly understood and agreed, however, that no other building permits shall be issued, nor shall any occupancy permits be issued either for the said model homes, or any other homes, until the CITY'S engineers have determined that (a) the sewer, water, surface water drainage facilities required to serve such homes, and, (b) in the case of sewer, are connected with an operating system as required therein, and (c) further that the CITY'S engineers have approved the condition of the roads then existing to serve such homes as sufficient to service the traffic reasonably anticipated during the period prior to the date when the roads must be completed and dedicated.

SECTION XII. GENERAL CONDITIONS AND REGULATIONS:

All the provisions of the CITY'S subdivision ordinances, highway and street ordinances, and land division ordinances, not inconsistent with or in conflict with any of the provisions of this Agreement, are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all

work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

SECTION XIII. FINANCIAL GUARANTEE:

An approved financial guarantee must be submitted to the City of Muskego to cover the cost of the following improvements: site grading, rough and finish road grading, sanitary sewer, water mains, wells, sewer and water laterals, road paving, seeding, fertilizing, mulching and sodding ditches and the installation of such amenities as required by the Plan Commission and approved by the Common Council.

SECTION XIV. PARTIES BOUND:

DEVELOPER or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development of the subdivision.

IN WITNESS WHEREOF, DEVELOPER AND CITY have caused this agreement to be signed by their appropriate officers and their seals to be hereunto affixed in duplicate original counterparts the day and year first above written.

FARLEND, LTD.

BY: *John L. Wood*  
BY: *Elizabeth Lynn Sisson*

CITY OF MUSKEGO

*George J. Gottfried*  
George J. Gottfried Mayor  
*Bette J. Rowyer*  
Bette J. Rowyer Clerk

*Farland, Ltd*  
*16724 W. Crescent Dr.*  
*New Berlin*  
*53151 -9-*

1090107

REEL 356 IMAGE 962

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS. } SS  
RECORDED ON

1979 MAY -9 PM 1:42

REEL 356 IMAGE 962

*H. L. H. H. H.*  
REGISTER OF DEEDS

BYLAWS  
OF  
MARLAN MEADOWS HOME OWNERS ASSOCIATION, INC.

*13/10*

ARTICLE I

Membership and Rights to Enjoy Common Property

1.01 The members of the Marlan Meadows Home Owners Association, Inc., (hereinafter called the "Association") shall be those persons (natural and corporate) classified as members in Article IV of the Incorporation.

1.02 Any person claiming to be a member of the Association shall establish his right to membership to the satisfaction of the Association.

1.03 No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount, other than the charges and assessments authorized by the Articles of Incorporation or the Declaration of Restrictions.

1.04 Each member shall be entitled to the use and enjoyment of all common properties and facilities provided such member is not delinquent in the payment of any charges or assessments duly levied by the Association. The member's right to such use and enjoyment shall extend also to all members of his family who reside in his home, to his occasional guests and to any lessee of his home under a written lease for a term of six months or more.

ARTICLE II

Voting and Voting Rights

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2.01 Members shall have voting rights as provided in the Declaration of Restrictions and Articles of Incorporation, provided that the right of a member to vote shall be suspended during any time while he is delinquent in the payment of any charges or assessments duly levied by the Association.

2.02 Members may vote in person or by proxy executed in writing by the member.

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2.03 No proxy shall be valid after eleven months from the date of its execution.

2.04 A corporate member's vote may be cast by the President of the member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.

2.05 Any action which could be taken at a meeting of members or directors may be taken by written consent signed by all members or directors then entitled to vote.

### ARTICLE III

#### Meetings of Members

3.01 The annual meeting of the members shall be held at 8:00 P.M. on the first Monday of November of each year at the principal office of the Association or such other place in Waukesha County or Milwaukee County, Wisconsin, as the notice of the meeting shall indicate.

3.02 Special meetings of the members may be called by the President, the Board of Directors, or by members having one-fourth (1/4) of the votes entitled to be cast at such meeting.

3.03 As to any meeting to take action other than those requiring a two-thirds' vote pursuant to Article V or VI of the Articles of Incorporation, written notice stating the place, day, and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association with postage thereon prepaid. In lieu of such notice, notice may be given by publishing the same once each week for two successive weeks in a newspaper of general circulation in the City of Muskego. As to any action requiring a two-thirds' vote pursuant to said Article V or VI, notice must be given by mail as mentioned above, at least twenty (20) days before the date of the meeting.

3.04 Notice of any meeting may be waived in writing by all members entitled to vote thereat, either before or after the meeting.

3.05 Members holding in the aggregate one-fourth of all membership votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of members. A majority of all membership votes entitled to be cast present in or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members.

#### ARTICLE IV

4.01 The affairs of the Association shall be managed by a board of three directors, or such greater number as the board shall from time to time determine, who shall be elected for a term of one year each.

4.02 After the "Developer" (as defined in the Articles of Incorporation of the Association) no longer owns lots in the corporate area entitling him to cast a majority of the membership votes, each director shall be a member or an officer of a corporate member, and shall serve only so long as he retains such status.

4.03 Any vacancy in the board, including a vacancy resulting from an increase in the number of directors, may be filled at any time by a majority of the remaining directors then in office. Each qualified director shall hold office until his successor shall have been elected or appointed and qualified.

4.04 The Board of Directors may, by resolution adopted by a majority thereof, designate one or more committees, each committee to consist of three or more directors elected by the Board of Directors, which to the extent provided in said resolution shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the affairs of the Association, except action in respect to election of officers or the filling of vacancies in the Board of Directors or in membership committees created pursuant to this paragraph.

4.05 All meetings of the Board of Directors shall be held within Milwaukee or Waukesha County, Wisconsin.

4.06 The Board of Directors by resolution may provide for regular meetings of directors, monthly or at other specified intervals. Special meetings of directors may be called by or at the request of the President or a majority of the Directors at such place as the person or persons calling the meeting shall designate, and if no place is designated the meeting shall be held at the principal office of the Association.

4.07 Notice of any meeting shall be given by oral or written notice delivered personally or mailed to each director at his business address at least 48 hours previous thereto. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects thereto to the transaction of any business because the meeting is not lawfully called or convened. Notice may be waived in writing by all directors, either before or after the meeting.

4.08 Directors or any committee of directors may act by unanimous written consent pursuant to Section 2.05.

## ARTICLE V

### Officers

5.01 The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary. All officers shall be elected or appointed annually by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice President.

5.02 Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association shall be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

5.03 After the "Developer" (as defined in the Articles of Incorporation of the Association) no longer owns lots in the corporate area entitling him to cast any membership votes, all officers elected or appointed, except the Secretary and assistant officers, must be members of the Association or officers of a corporate member.

5.04 A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.05 The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general, supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members.

5.06 The officers shall have such duties and functions as are generally held or performed by such officers in business corporations, and such additional duties and functions as may be established by the Board of Directors. Additional officers and assistant officers shall have charge of and shall perform such duties as may be authorized by the Board of Directors and assigned to them by the President.

ARTICLE VI

Charges, Assessments and Special Assessments

6.01 As set forth in the Declaration of Restrictions applicable to the corporate area, the Association may assess a general ~~annual~~ <sup>periodic</sup> charge and special assessments upon the property under its jurisdiction, for the purposes and in the manner specified in such Restrictions.

ARTICLE VII

Architectural Control Committee

7.01 An Architectural Control Committee (the "Committee"), which initially shall have three members who may but need not be Directors of the Association shall be appointed by the Board of Directors. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. So long as Marlan Meadows, Ltd., owns any lot or lots in the Marlan Meadows Subdivision, they, by written notice to the Association, shall designate the persons who from time to time shall comprise the members of the Committee. Thereafter, all members of the Committee shall be appointed by the Board of Directors of the Association. In the event any vacancy occurs in the membership of the Committee, such vacancy shall be filled by appointment by said Board of Directors or by Marlan Meadows, Ltd., whichever is then entitled to appoint members of the Committee. Until any vacancy is filled, the remaining members shall have and may exercise all of the powers of the Committee. No member of the Committee shall be entitled to compensation for services performed as such. After the "Developer" (as defined in the Articles of Incorporation of the Association) no longer owns lots in the corporate area entitling it to cast a majority of the membership votes, all members of the Committee shall be members of the Association or officers of a corporate member. The Committee shall carry out the duties assigned by, and intents and purposes of the Declaration of Restrictions affecting the corporate area.

ARTICLE VIII

Sec 536 01 967

Amendments

The initial Bylaws of the Association may be repealed or amended in respects inconsistent with the original provisions only by affirmative vote of at least two-thirds of the outstanding membership votes. Additional Bylaw provisions not inconsistent with the initial Bylaws may be adopted by the members or the Board of Directors by such vote as is required for any other action, but the Board of Directors shall not amend or repeal any provision adopted by the members.

No Bylaw shall alter any provision of the Declaration of Restrictions applicable to the corporate area, or of the Articles of Incorporation of the Association, and if any conflict exists between such Declaration or Articles and any Bylaw, the former shall govern.

Return  
Farland Hill  
1674 W. Crescent Dr.  
New Berlin  
53151

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof  
is hereby acknowledged, FORELAND, LTD

1090942

owner and grantor, do es hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

357 913

and

WISCONSIN TELEPHONE COMPANY

1090942

grantees, their successors and assigns, the right, permission and authority to construct, install, operate, re-  
pair, maintain and replace conduit and cables underground, together with ~~other~~ other appurtenant  
equipment; also the right to construct, install, operate, maintain and replace (an) electric pad-mounted  
transformer(s), (an) electric pad-mounted switch-fuse unit(s), together with (a) concrete slab(s),  
pedestal(s), riser equipment, terminals, markers and other necessary and usual appurtenant equipment  
above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for  
such other purpose as electric current is now or may hereafter be used, and for telephone service upon, across,  
within and beneath strips of land varying in width being a part of Lots One (1) through  
Sixty-nine (69) (inclusive) and Outlots One (1) through Three (3) (inclusive) also  
upon, over, across, and beneath those certain streets as follows: Marlan Drive  
abutting Lot Thirty (30) and Thirty-one (31), Lots Twenty-eight (28) and Twenty-Nine  
(29) and Thirty-two (32) and Thirty-three (33) and abutting Thirteen (13) and Fourteen  
(14) and Fifty-five (55) and Fifty-six (56), and One (1) and Sixty-nine (69) and  
Marybeck Lane abutting Lots Fifty (50) and Fifty-one (51) and Forty-one (41) and  
Forty-two (42) and Thirty-nine (39) and Forty (40) and Fifty-three (53) and Fifty-four (54)  
(If necessary continue on reverse side)

The location of the easement (strip) ~~is~~ of the easement hereinbefore granted with  
respect to the premises of the grantor..... is as shown on the drawing attached hereto, marked Exhibit "A"  
and made a part hereof.

The right, permission and authority is also granted to each of said grantees, their successors and assigns,  
to construct, install, operate, maintain and replace one (1) electric and one (1) telephone underground  
service lateral in and under each lot of said subdivision for the purpose of extending electric and telephone  
service to each of said lots. Said underground service laterals for each of said lots are to be installed at such  
time and in such locations as grantees, their successors and assigns, may deem necessary.

The right, permission and authority is also granted said grantees, their successors and assigns, to trim  
and/or cut down certain trees and/or brush where said trees and/or brush interfere with the installation or  
maintenance of underground facilities or represent a hazard to such facilities.

The grantor....., its heirs, successors and assigns, covenant..... and agree..... that no building or  
structure will be erected over and/or under or placed in such close proximity to said underground and/or  
above ground electric facilities as to create a violation of the Wisconsin State Electrical Code or any  
amendments thereto.

The grantor....., its heirs, successors and assigns, further covenant..... and agree..... that the  
elevation of the existing ground surface within the easement areas will not be altered by more than four (4)  
inches without the written consent of grantees.

The grantees and their agents shall have the right to enter the premises of the undersigned for the  
purpose of exercising the rights herein acquired, but the grantees agree to restore or cause to have restored,  
the premises of the undersigned, as nearly as is reasonably possible, to the condition existing prior to such  
entry by the grantees or their agents. This restoration, however, does not apply to the initial installation  
of said underground and/or above ground electric facilities or telephone facilities or to any brush or trees  
which may be removed at any time pursuant to the rights herein granted.

This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and  
assigns of all parties hereto

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REGISTRY OF DEEDS  
357 IMAGE 913  
WISCONSIN ELECTRIC POWER COMPANY  
WISCONSIN TELEPHONE COMPANY

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FILE 357 MAIL 914

and Rossmar Drive abutting Lots Sixty (60) and Sixty-one (61) and Sixty-four (64) and Sixty-five (65) and Sixty-two (62) and Sixty-three (63); all of the foregoing being in MARLAN MEADOWS in the Southeast quarter (SE 1/4) of Section Four (4), Township Five (5) North, Range Twenty (20) East in the City of Muskego, Waukesha County, Wisconsin.

IN WITNESS WHEREOF, We have hereunto set our hands and seal  
this 6<sup>th</sup> day of February, 1979, and the said Corporation  
has caused these presents to be signed by its President and attested to by  
its Secretary, and its corporate seal to be hereunto affixed this 6<sup>th</sup> day  
of February, 1979.

357 915

In Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

FORELAND, LTD

By John J. Groh  
JOHN J. GROH President

By E. Franklin Preston  
E. FRANKLIN PRESTON, SECRETARY

STATE OF WISCONSIN)  
\_\_\_\_\_  
COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the  
above named \_\_\_\_\_  
to me known to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledged the same

Notary Public, \_\_\_\_\_ Co., Wis.

My commission expires \_\_\_\_\_

STATE OF WISCONSIN)  
\_\_\_\_\_  
COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the  
above named \_\_\_\_\_  
to me known to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledged the same

Notary Public, \_\_\_\_\_ Co., Wis.

My commission expires \_\_\_\_\_

STATE OF WISCONSIN)  
Waushara COUNTY) SS

Personally came before me this 6<sup>th</sup> day of February, 1979,

John J. Groh President, and  
E. Franklin Preston Secretary, of the  
above named corporation, FORELAND, LTD

known to me to be the persons who executed the foregoing instrument and to me known to be such  
President and Secretary of said corporation, and acknowledged that they executed  
the foregoing instrument as such officers, on the behalf of said corporation, by its authority.

APPROVED: I.D.O. 9843531A

INITIALS	DATE



Dennis Vanderpoel  
DENNIS VANDERPOEL  
Notary Public, Waushara Co., Wis.

My commission expires 12-14-80

This instrument was drafted by SHELBY E. SHANNON on behalf of Wisconsin Electric Power Company.



# MARLAN ME

LOCATED IN THE SE 1/4 OF SEC  
CITY OF MUSKEGO, WAUKESHA (

UNPLATTED LANDS

**VISION CORNER**

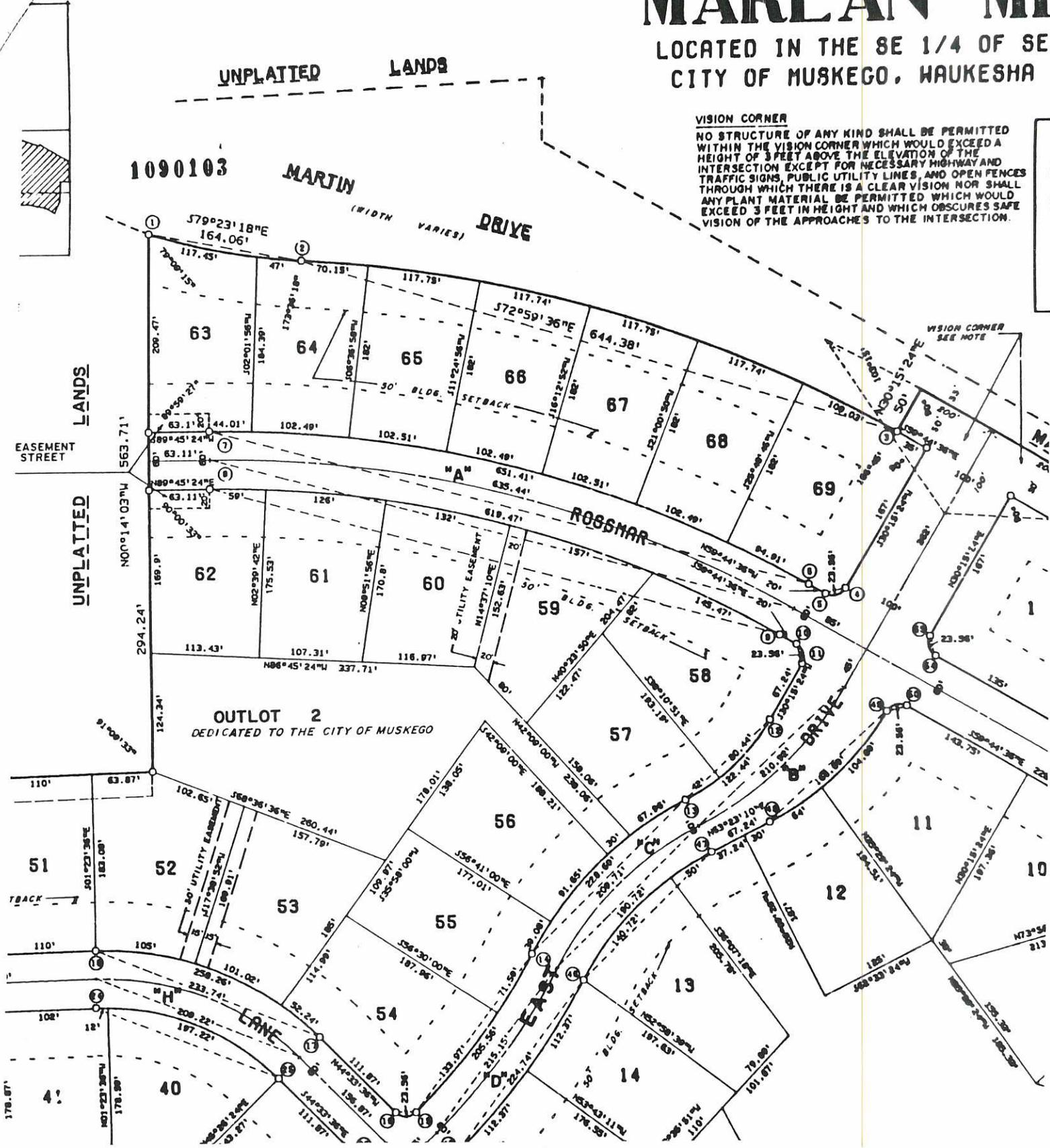
NO STRUCTURE OF ANY KIND SHALL BE PERMITTED WITHIN THE VISION CORNER WHICH WOULD EXCEED A HEIGHT OF 3 FEET ABOVE THE ELEVATION OF THE INTERSECTION EXCEPT FOR NECESSARY HIGHWAY AND TRAFFIC SIGNS, PUBLIC UTILITY LINES, AND OPEN FENCES THROUGH WHICH THERE IS A CLEAR VISION NOR SHALL ANY PLANT MATERIAL BE PERMITTED WHICH WOULD EXCEED 3 FEET IN HEIGHT AND WHICH OBSCURES SAFE VISION OF THE APPROACHES TO THE INTERSECTION.

1090103

MARLIN

(WIDTH VARIES) DRIVE

UNPLATTED LANDS  
EASEMENT STREET



OUTLOT 2  
DEDICATED TO THE CITY OF MUSKEGO

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, we do hereby give and grant to

**WISCONSIN ELECTRIC POWER COMPANY** one (1)

its successors and assigns, the right, permission and authority to construct, erect and maintain utility poles together with the necessary anchors, guy wires and brace poles, and to string and maintain wires thereon for the purpose of supplying light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used upon our and across our premises in the Southeast one-quarter (SE<sup>1</sup>/<sub>4</sub>) of Section numbered Four (4), Township numbered Five (5) North, Range numbered Twenty (20) East, Town of Muskego, Waukesha County, Wisconsin

also to trim and keep trimmed all trees along the line upon our said premises so that they will clear wires strung not less than 18 feet above ground by as much as 5 feet, and so that the trees will not be liable to interfere with the transmission of electricity over said line.

Permission is also granted said Company to enter upon said premises to do the work contemplated and to make repairs to said line when necessary.

It is understood and agreed that the entire agreement of the parties is contained in this instrument and that in the event the undersigned seeks to secure electric service from said line, such service will be rendered upon the completion and electrification of said line, and then only under the conditions of the Company's rules and regulations and at the Company's authorized rates.

IN WITNESS WHEREOF we have hereunto set our hand and seal this 29 day of December, 1955.

day of December, 1955.

In Presence of:

John G. Muth  
John G. Muth  
Betty M. Muth  
Betty M. Muth

Clarence Baas (Seal)  
Clarence Baas  
Mrs. Hortense Baas (Seal)  
Mrs. Hortense Baas

STATE OF WISCONSIN  
Waukesha COUNTY

Personally came before me this 29 day of December, 1955, the above named Clarence Baas and Hortense Baas his wife

to me known to be the person who executed the foregoing instrument and acknowledged the same

John G. Muth  
John G. Muth  
Notary Public, Waukesha Co. Wis.  
My commission expires May 2, 1956

Recorded 1-27-56 at 2:00 P.M.  
Document No. 431990

Charles Baas and Martha Bass,  
his wife  
TO:  
The Milwaukee Electric Railway  
And Light Company

C R A N T  
Cons. \$ 1.00  
Document # 208631  
Vol. 261 page 435

Dated & Ackd. May 29, 1935  
Rec. June 30, 1936 at  
9:37 A.M.

G R A N T S: The right, permission and authority to construct erect and maintain a line of poles, together with the necessary anchors, guy wires and brace poles, and to string and maintain wires thereon for the purpose of supplying light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used. upon and along that certain highway known as Section Line Road and Prospect Road or Northwesterly and Southeasterly Road upon which our land abuts in Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Numbered Four (4), Township Five (5) North, Range Twenty (20) East, Town of Muskego, Waukesha, Wisconsin;

Also to trim and keep trimmed all trees upon said line upon said premises so that they will clear wires strung not less than feet above ground by as much as 5 feet and so that the trees will not be liable to interfere with the transmission of electricity over said line.

Permission is also granted said company to enter upon said premises to do the work contemplated and to make repairs to said line when necessary.

It is understood and agreed that the entire agreement of the parties is contained in this instrument and that in the event the undersigned seeks to secure electric service from said line, such service will be rendered upon the completion and electrification of said line, if required by, and then only under the Company's rules and regulations and at the Company's authorized rates.