

Res 339

# Contract Cover Sheet

**Note: Shaded areas are for County Executive review.**

Department <b>LWRD</b>	Contract/Addendum #: <b>12900</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Property Sale	<input type="checkbox"/>																				
<input checked="" type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <b>PERMANENT</b>																					
4. Amount of Contract or Addendum: <b>\$87,500 - REVENUE</b>																					
5. Purpose: <b>Allow a utility easement through county parkland. The easement will not negatively impact the property.</b>																					
6. Vendor or Funding Source: <b>ATC (American Transmission Company)</b>																					
7. MUNIS Vendor Code: 364																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>LWRPKOP 84919</u> Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>NA</u>																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2016 RES-339</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval: <b>Laura M. Hicklin</b>																					

Digitally signed by Laura M. Hicklin  
 DN: cn=Laura M. Hicklin, o, ou, email=hicklin.laura@countyofjane.com, c=US  
 Date: 2016.07.29 15:15:12 -0500

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>Mg</u> Received	_____	<u>11/1/16</u>	_____	<b>ATC</b>  Contact Person Nick Welch, Agent  Phone No. (608) 238-7300  E-mail Address nwelch@landservicecompany.com	
<u>AW</u> Controller	_____	_____	<u>11/2/16</u>		
<u>Kg</u> Corporation Counsel	_____	<u>11-3-16</u>	<u>11/3/16</u>		
<u>SA</u> Risk Management	_____	<u>11-2-16</u>	<u>11-2-16</u>		
<u>Qc</u> Purchasing	_____	<u>11/3/16</u>	<u>11/3/16</u>		
_____ County Executive	_____	_____	_____		

**Footnotes:**

- 1.
- 2.

<b>Return to:</b> Name/Title: _____ Phone: _____ E-mail Address: <b>Laura Hicklin</b>	Dept.: _____ Mail Address: <b>LWRD</b>
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**Certification**

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 10/25/16

Signed: Laura M. Hicklin

Digitally signed by Laura M. Hicklin  
DN: cn=Laura M. Hicklin, o=Dane County, email=hicklin.laura@countyof Dane.com, c=US  
Date: 2016.07.29 15:17:08 -0500

Telephone Number 224-3761

Print Name: LAURA M. HICKLIN

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

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

Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
*Comments:*

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

Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
*Comments:*

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

Signature: \_\_\_\_\_

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12900

**ELECTRIC TRANSMISSION LINE  
EASEMENT**

**CERTIFICATE OF COMPENSATION**

**NOTICE OF RIGHT OF APPEAL**

Wis. Stat. Sec. 182.017(7)

Not subject to Wis. Stat. § 77.22(1).

Document Number

The undersigned grantor(s), **County of Dane, a Wisconsin municipal corporation**, for themselves and their respective heirs, successors and assigns (**hereinafter cumulatively referred to as "Grantor"**), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation (hereinafter jointly referred to as "Grantee")**, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto (hereinafter referred to as the Electric Transmission Facilities), upon, in, over and across property owned by the Grantor in the **City of Madison, County of Dane, State of Wisconsin, described as follows:**

A parcel of land being part of Northwest Quarter (NW ¼) of Section 11, Township 6 North, Range 8 East.

The legal description and location of the Perpetual Easement Strip is as shown on the Exhibit B, attached hereto and incorporated by reference in this easement document.

The perpetual easement has the following specifications:

**PERPETUAL EASEMENT STRIP:**

Length: Approximately 1685 feet

Width: Approximately 70 feet

**TRANSMISSION STRUCTURES:**

Type: Monopole, Steel

Number: 7

Maximum height above existing ground level: 100 feet

**TRANSMISSION LINES:**

Maximum nominal voltage: 138,000 volts

Number of circuits: 2

Number of conductors: 6

Number of static wires: 2

Minimum height above existing landscape (ground level): 28.2 feet

Recording Area

Name and Return Address  
Land Service Company  
Attn: Real Estate Department  
222 N. Midvale Boulevard  
Madison WI 53705

Parcel Identification Number(s)  
251-0608-112-0198-2

The Grantee is also granted the associated perpetual and necessary rights to:

- 1) Enter upon the Perpetual Easement Strip for the purposes of fully exercising and enjoying the rights conferred by this perpetual easement; and
- 2) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing in, on and over the Perpetual Easement Strip; and
- 3) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; with written permission from Grantor, which shall not be unreasonably withheld, Grantee may enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush, trees and overhanging branches trimmed or cut down and removed from the Perpetual Easement Strip), caused by the construction, installation, operation, maintenance, repair, replacement rebuilding, relocation, inspection, patrol or removal of said Electric Transmission Facilities.

Within the Perpetual Easement Strip, and without first securing the prior written consent of the Grantee, **Grantor** agrees that they will not:

- 1) Locate any dwelling or mobile home intended for residential occupancy; or
- 2) Construct, install or erect any structures or fixtures, including but not limited to swimming pools; or
- 3) Construct any non-residential type building; or
- 4) Store flammable goods or products; or
- 5) Plant trees or shrubs; or
- 6) Place water, sewer or drainage facilities; or 7) Change the grade more than one (1) foot.

Other terms and conditions:

1. No Impact on Grantor Recreational Use. The Easement is not-exclusive. Grantor retains the right to use the Easement Area in a manner that does not unreasonably interfere with the use of the Easement by the utility. No negative impacts shall affect the recreational use of the Easement Area upon the installation of facilities or upon completion of activities allowed by this Easement. Grantor's and utility's management of the Easement Area will be consistent with the Grantor's adopted master/land use plan that is provided to utility by Grantor.
2. The Easement shall be non-exclusive and the Grantor may use the Premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
3. In constructing and maintaining the above ground high voltage electrical transmission line, the Grantee shall:
  - a) If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
  - b) Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
  - c) Clear all debris and remove all stone and rocks resulting from construction activity upon completion of construction.
  - d) Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the Grantor's request.
  - e) The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition during construction, repair and maintenance, and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions.
4. The Grantee is responsible for any existing utility lines located within the Easement Area and for any and all damages, costs or liabilities that result from any damages to these lines caused by the Grantee.
5. The Grantor acknowledges that Grantee is a regulated utility that operates pursuant to an Open Access Transmission Tariff (the "Tariff") approved from time to time by the Federal Energy Regulatory Commission. To the extent not precluded by the Tariff, the Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
  - a) Out of the construction, installation, operation, maintenance, repair, replacement, rebuild, removal, relocation, inspection, patrol, existence, and use of the above ground high voltage electrical transmission line;
  - b) Out of any defect in the line or failure thereof;
  - c) Out of any act or omission of the Grantee, its agents or employees while on or about the Easement Area the Premises and Grantor's adjoining property.
  - d) Out of the Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement.
6. The Easement shall automatically terminate upon Grantee's abandonment of the Easement Area and shall automatically revert to and re-vest in the Grantor without reentry upon the abandonment of the use of the same for utility purposes for which the Easement was granted or upon non-use of the same for a period of 2 years.
7. Nothing contained in this instrument shall be construed to make Grantor and utility, or their successors and assigns, partners or joint venturers of each other or to render either party liable for the debts or obligations of the other party, except as expressly provided herein.

The parties hereto do hereby agree to the terms and conditions set forth above and in Exhibit "A", "B" and "C", attached hereto and incorporated by reference herein. The term "utility" in Exhibit "A" shall mean Grantee.

This perpetual easement agreement is binding, in its entirety, upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

**As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five-day review period, or acknowledges that they have had at least five (5) days to review such materials.**

Grantor warrants and represents that Grantor has good title to the property described herein, free and clear from all liens and encumbrances, except: Stewardship Grant and Management Contract, recorded as Document Numbers 2838931 2838932 in the Office of the Dane County Register of Deeds

**The Grantor hereby accepts a lump sum payment in consideration of the grant of this perpetual easement.**

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR: COUNTY OF DANE, A WISCONSIN MUNICIPAL CORPORATION**

By \_\_\_\_\_  
Signature

Printed Name: Joseph T. Parisi  
Title: Dane County Executive

By \_\_\_\_\_  
Signature

Printed Name: Scott McDonell  
Title: Dane County Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_ of the above named corporation, known to me to be the person who executed the foregoing instrument and to me known to be such and of said corporation, and acknowledged that they executed the foregoing instrument as such officer, as the deed of said corporation, by its authority.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin  
My Commission expires (is) \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_ of the above named corporation, known to me to be the person who executed the foregoing instrument and to me known to be such and of said corporation, and acknowledged that they executed the foregoing instrument as such officer, as the deed of said corporation, by its authority.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin  
My Commission expires (is) \_\_\_\_\_

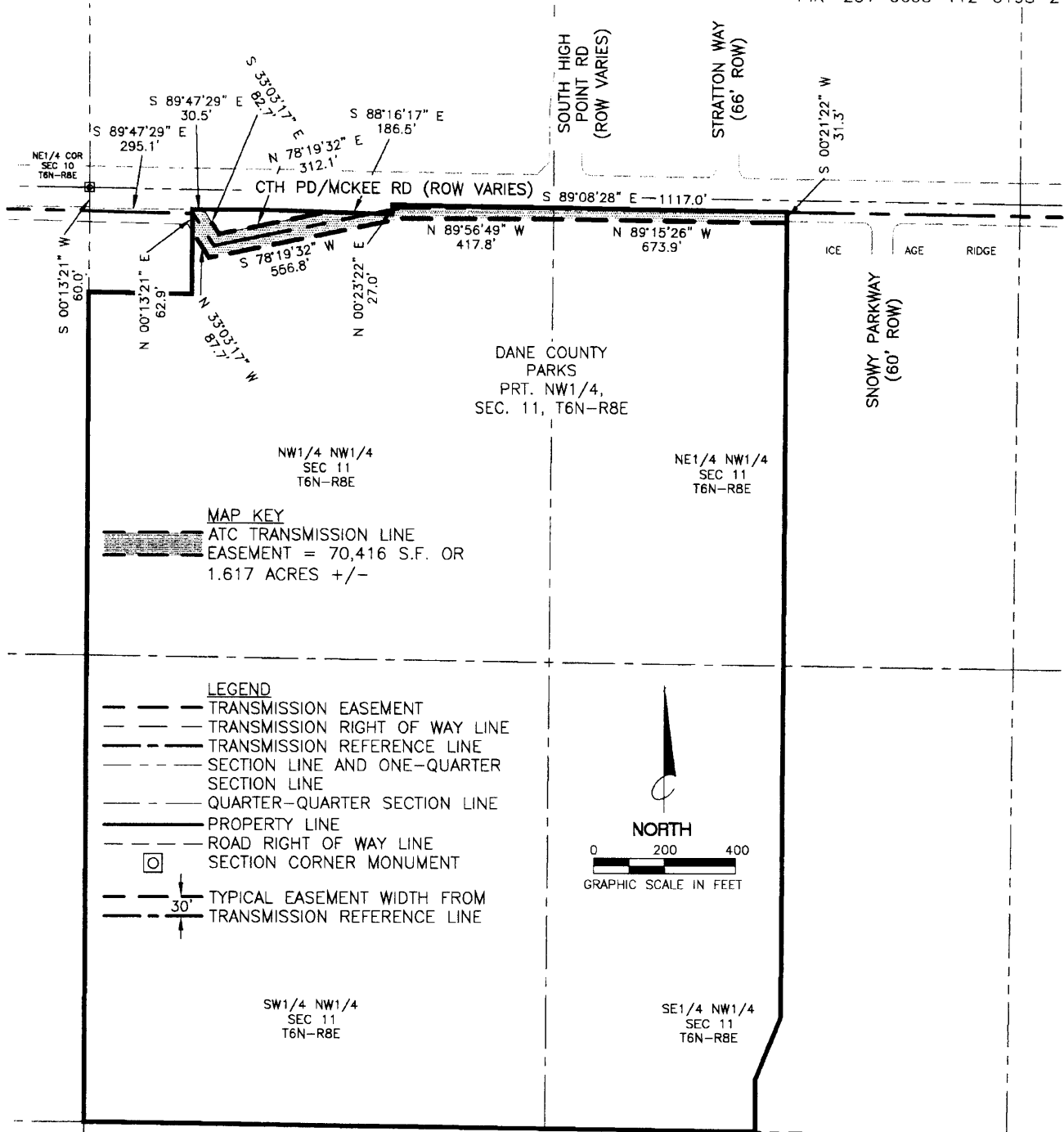
**EXHIBIT "A" [WI Sta. 182.017(7)]**


1. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
  - a. If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
  - b. Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
  - c. Insofar as is practicable and when the Grantor requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
  - d. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
  - e. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the Grantor's request.
  - f. Repair any drainage tile line within the easement damaged by such construction or maintenance.
  - g. Pay for any crop damage caused by such construction or maintenance.
  - h. Supply and install any necessary grounding of a Grantor's fences, machinery or buildings.
2. The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the Grantor. If weed and brush control is undertaken by the Grantor under an agreement with the utility, the Grantor shall receive from the utility a reasonable amount for such services.
3. The Grantor shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Grantor fails to do so, the Grantor shall nevertheless retain title to all trees cut by the utility.
4. The Grantor shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.
5. The utility shall employ all reasonable measures to ensure that the Grantor's television and radio reception is not adversely affected by the high-voltage transmission lines.
6. The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the Grantor.

# EASEMENT DESCRIPTION MAP (EXHIBIT B)


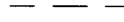






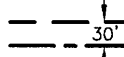
GRANTEE: AMERICAN TRANSMISSION COMPANY, LLC  
 W234 W2000 RIDGEVIEW PKWY. CT.  
 WAUKESHA, WI 53188

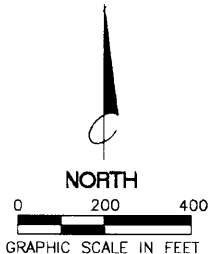
GRANTOR: DANE COUNTY PARKS  
 5201 FEN OAK DR, STE 208  
 MADISON, WI 53718-8812  
 PIN 251-0608-112-0198-2



**MAP KEY**  
 ATC TRANSMISSION LINE  
 EASEMENT = 70,416 S.F. OR  
 1.617 ACRES +/-

**LEGEND**

-  TRANSMISSION EASEMENT
-  TRANSMISSION RIGHT OF WAY LINE
-  TRANSMISSION REFERENCE LINE
-  SECTION LINE AND ONE-QUARTER SECTION LINE
-  QUARTER-QUARTER SECTION LINE
-  PROPERTY LINE
-  ROAD RIGHT OF WAY LINE
-  SECTION CORNER MONUMENT
-  30' TYPICAL EASEMENT WIDTH FROM TRANSMISSION REFERENCE LINE



SW1/4 NW1/4  
 SEC 11  
 T6N-R8E

SE1/4 NW1/4  
 SEC 11  
 T6N-R8E



**SPATIAL DATA SURVEYS**

SPATIAL DATA SURVEYS, LLC  
 580 ARTHUR STREET  
 VERONA, WI 53593  
 (608)-845-2048

NOTE: BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD83 (2011).

© AMERICAN TRANSMISSION COMPANY 2016

Drawn: JDP  
 Date: 4/27/2016  
 Scale: 1" = 400'

THIS DOCUMENT IS FOR THE USE OF AMERICAN TRANSMISSION COMPANY. AMERICAN TRANSMISSION COMPANY DISCLAIMS ALL WARRANTIES, BOTH EXPRESSED AND IMPLIED, USE BY ANYONE OTHER THAN AMERICAN TRANSMISSION COMPANY IS AT THEIR OWN RISK.

REVISIONS

5/31/2016  
 7/25/2016

SHEET NUMBER 1 OF 2



# EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY, LLC  
 W234 W2000 RIDGEVIEW PKWY. CT.  
 WAUKESHA, WI 53188

GRANTOR: DANE COUNTY PARKS  
 5201 FEN OAK DR, STE 208  
 MADISON, WI 53718-8812  
 PIN 251-0608-112-0198-2

**LEGAL DESCRIPTION:**

AN EASEMENT WHICH CROSSES THE GRANTOR'S PREMISES LOCATED IN PART OF THE NORTHWEST ONE-QUARTER OF SECTION 11, T6N-R8E, TOWN OF VERONA, DANE COUNTY, WISCONSIN, AS SHOWN ON THE ATTACHED MAP AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, S 00°13'21" W, 60.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CTH PD (MCKEE ROAD) ACCORDING TO WDOT TRANSPORTATION PROJECT PLAT NO. 5992-09-30;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CTH PD (MCKEE ROAD) ACCORDING TO WDOT TRANSPORTATION PROJECT PLAT NO. 5992-09-30, S 89°47'29" E, 295.1 FEET TO THE POINT OF BEGINNING IN THE GRANTOR'S NORTHWESTERLY PROPERTY LINE;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CTH PD (MCKEE ROAD) ACCORDING TO WDOT TRANSPORTATION PROJECT PLAT NO. 5992-09-30, S 89°47'29" E, 30.5 FEET;

THENCE S 33°03'17" E, 82.7 FEET;

THENCE N 78°19'32" E, 312.1 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF CTH PD (MCKEE ROAD) ACCORDING TO WDOT TRANSPORTATION PROJECT PLAT NO. 5992-09-30;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CTH PD (MCKEE ROAD) ACCORDING TO WDOT TRANSPORTATION PROJECT PLAT NO. 5992-09-30, S 88°16'17" E, 186.5 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CTH PD (MCKEE ROAD) ACCORDING TO WDOT TRANSPORTATION PROJECT PLAT NO. 5992-09-30, N 00°23'22" E, 27.0 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CTH PD (MCKEE ROAD) ACCORDING TO WDOT TRANSPORTATION PROJECT PLAT NO. 5992-09-30, S 89°08'28" E, 1,117.0 FEET TO THE GRANTOR'S EASTERLY PROPERTY LINE;

THENCE ALONG SAID GRANTOR'S EASTERLY PROPERTY LINE, S 00°21'22" W, 31.3 FEET;

THENCE N 89°15'26" W, 673.9 FEET;

THENCE N 89°56'49" W, 417.8 FEET;

THENCE S 78°19'32" W, 556.8 FEET;

THENCE N 33°03'17" W, 87.7 FEET TO SAID GRANTOR'S NORTHWESTERLY PROPERTY LINE;

THENCE ALONG SAID GRANTOR'S PROPERTY LINE N 00°13'21" E, 62.9 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 70,416 SQUARE FEET OR 1.617 ACRES, MORE OR LESS, SUBJECT TO RECORDED AND UNRECORDED RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENTS.



	<b>SPATIAL DATA SURVEYS</b>  SPATIAL DATA SURVEYS, LLC 580 ARTHUR STREET VERONA, WI 53593 (608)-845-2048	NOTE: BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD83 (2011). © AMERICAN TRANSMISSION COMPANY 2016	Drawn: JDP
			Date: 4/27/2016
THIS DOCUMENT IS FOR THE USE OF AMERICAN TRANSMISSION COMPANY. AMERICAN TRANSMISSION COMPANY DISCLAIMS ALL WARRANTIES BOTH EXPRESSED AND IMPLIED. USE BY ANYONE OTHER THAN AMERICAN TRANSMISSION COMPANY IS AT THEIR OWN RISK.			Scale: NA
		REVISIONS	SHEET NUMBER 2 OF 2 5/31/2016 7/25/2016

EXHIBIT "C"

CERTIFICATE OF COMPENSATION

SECTION 32.06 (2a) WISCONSIN STATS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

Pursuant to Section 32.06(2a) notice is hereby given of the acquisition of a certain Perpetual Easement attached hereto and made a part hereof by this reference. The names of all persons or parties having an interest of record in the property affected by such Perpetual Easement immediately prior to the acquisition of the Perpetual Easement are the following:

Grantor: County of Dane

Mortgagee(s): None

Land Contract Vendor(s): None

Others: None

Such Perpetual Easement grants unto Grantee, its successors and assigns, licensees and manager the right, permission and authority to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol (an) electric transmission line(s) for the purpose of transmitting electric energy, communications and signals upon, in, over and across the Perpetual Easement Strip as described on the instrument to which this exhibit is attached.

The total consideration paid for such Perpetual Easement was \$ \_\_\_\_\_.

NOTICE OF RIGHT OF APPEAL

In accordance with Section 32.06(2a) Wisconsin Stats., any of the above named persons or parties shall have six (6) months from the date of the recording of this certificate to appeal the amount of compensation herein stated by filing a petition with the Judge of the Circuit Court of Dane County, Wisconsin, who shall assign the matter to the Chairperson of the County Condemnation Commissioners for hearing under Sec. 32.06(8). Notification of such petition shall be made to all persons or parties having an interest of record in the above property, and the procedures prescribed under Secs. 32.06(9)(a) and (b), 32.06(10), 32.06(12); and Chs. 808 and 809 shall govern such appeals.