

ELECTRIC TRANSMISSION LINE EASEMENT

Not subject to Wis. Stat. § 77.22(1).

Document Number

The undersigned Grantor, County of Dane, Wisconsin, a governmental entity, (hereinafter called the "Grantor"), in consideration of the sum of Eleven Thousand Six Hundred Dollars 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, their successors, assigns, licensees and managers, (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 (not to exceed 69kV), together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, under, over and across property owned by the Grantor in the City Madison, County of Madison, State of Wisconsin, described as follows:

A part of the Grantor's land located in NW1/4-SW1/4, Section 31, Township 8N, Range 10E;

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

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the perpetual easement strip for the purposes of exercising the rights conferred by this perpetual easement.
- 2) Have reasonable ingress and egress for personnel, equipment and vehicles to and from said perpetual easement area across the Grantor's property adjacent to the perpetual easement.
- 3) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect, patrol and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary.
- 4) Trim, cut down and remove any or all brush, shrubs, trees and overhanging branches now or hereafter existing on said perpetual easement strip.
- 5) 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; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.
- 6) The right, permission and authority is conveyed to Grantee to use herbicidal chemicals for tree, weed and brush control in the Easement Strip and for Hazard Tree management purposes.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said 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.

It is understood and agreed that the Landowner shall have the right to use and maintain a **bicycle station and pylon sign reviewed 11/7/2023** within the Perpetual Easement Strip, subject to the Grantee's rights and the terms and conditions applicable to the Landowner's use of the Perpetual Easement Strip set forth in this Electric Transmission Line Easement. However, the Landowner agrees not to enlarge said **bicycle station or pylon sign** or install any appendages that will cause Grantee's facilities to be in violation of any applicable laws, rules, or regulations, including, without limitation, those dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto, without first securing the prior written consent of the Grantee. The Landowner also agrees not to perform any work on the **bicycle station and pylon sign** within the Perpetual Easement Strip other than normal maintenance without first securing the prior written consent of the Grantee. It is understood and agreed, however, that the Landowner has the right to repair and/or replace the **bicycle station or pylon sign within the boundaries identified for review on 11/7/2023** in the event of destruction, damage, or deterioration. No open cut excavation shall be allowed within 30 feet of the face of any Utility structure or guy wire. The Grantee shall pay a reasonable sum for damages to the **bicycle station and pylon sign reviewed 11/7/2023** caused by the construction, installation, operation, maintenance, repair, replacement, rebuilding, removing, relocation, inspection, or patrolling of said Electric Transmission Facilities.

Recording Area

Name and Return Address

WSB

Attn: Real Estate Department

Don Tollefson (dtollefson@wsbeng.com)

Parcel Identification Number(s)

0810-313-0088-3

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

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

WITNESS the signature(s) of the Grantor this _____ day of _____, 2023.

GRANTOR
County of Dane, Wisconsin, a governmental entity

Signature

By: Scott McDonell

Printed Name

Its: County Clerk

Signature

By: _____

Printed Name

Its: _____

ACKNOWLEDGEMENT

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

Personally, came before me this _____ day of _____, 2023, the above named
Scott McDonell _____ and _____ the County Clerk _____ and _____ to me
known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said county.

Notary Signature

Printed Name


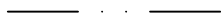
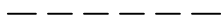
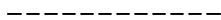
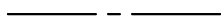




Notary Public, State of _____

My Commission expires (is) _____

This instrument drafted by Lisa Beckman and checked by Don Tollefson on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

EASEMENT DESCRIPTION MAP (EXHIBIT A)

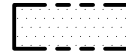
LEGEND

-  PROPERTY LINE
-  SECTION LINE
-  QUARTER SECTION LINE
-  SIXTEENTH LINE
-  TRANSMISSION REFERENCE LINE
-  TRANSMISSION EASEMENT LINE
-  RIGHT OF WAY LINE
-  EXISTING EASEMENT LINE
-  PROPERTY CORNER MONUMENT FOUND

NOTES:
BEARINGS WERE ESTABLISHED USING THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 2011 (WISCORS CORRECTION).

ELEVATION SHOWN ON THE MAP ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

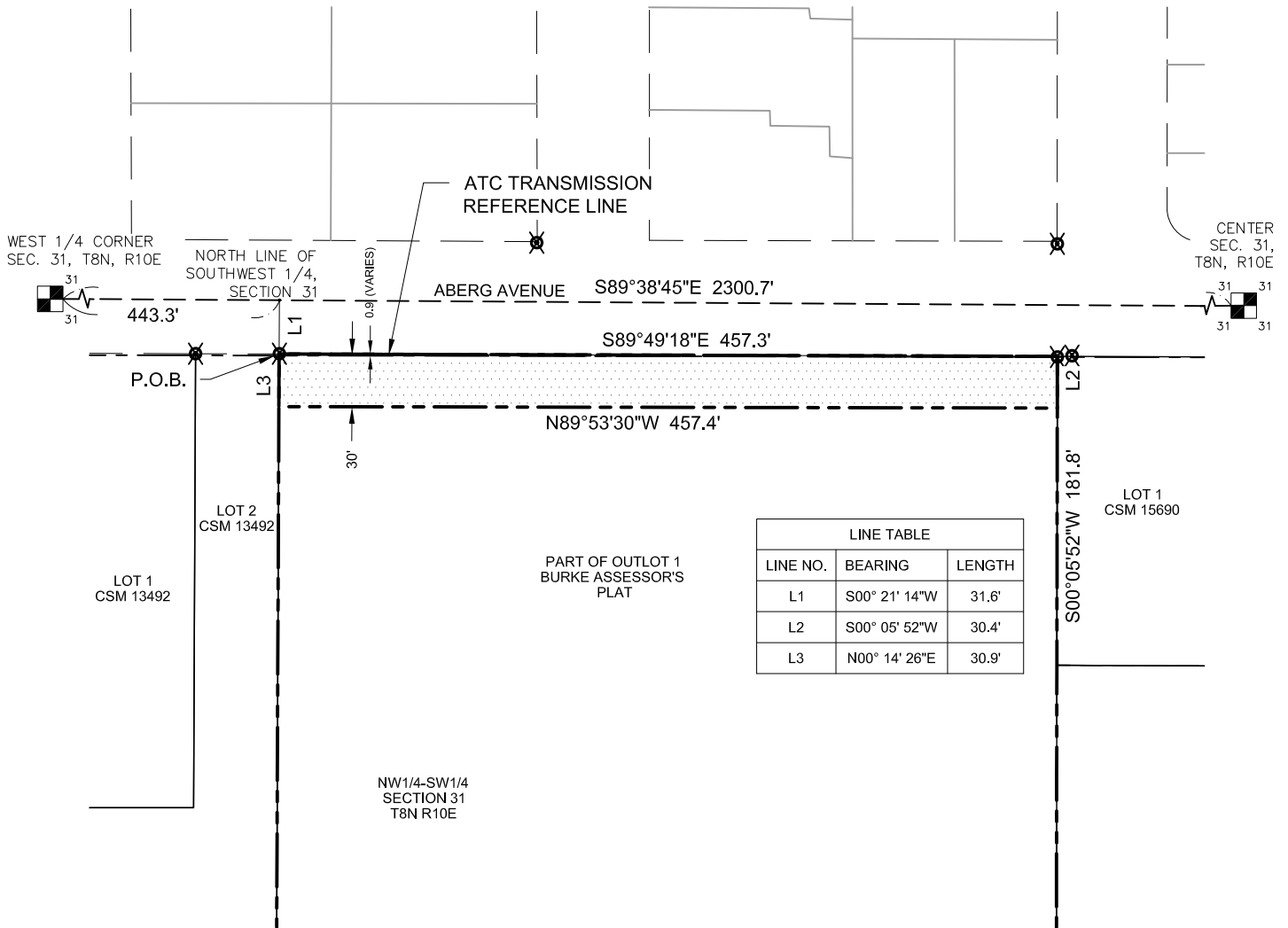
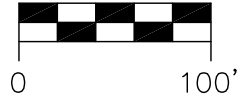
THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.



ATC TRANSMISSION LINE EASEMENT
AREA = 14,011 sq. ft. (0.322 acres) +/-



SCALE IN FEET



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00° 21' 14"W	31.6'
L2	S00° 05' 52"W	30.4'
L3	N00° 14' 26"E	30.9'

R:\2023\2313042\DWG\Exhibits\HKP-RKN 2340.dwg



MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

PARCEL NO.
0810-313-0088-3
ATC ID: HKP-RKN 2340


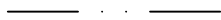
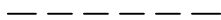
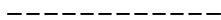
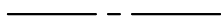






REVISIONS	06/29/2023	07/11/2023
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Drawn :	CJH
Date:	5/30/2023
Scale:	1" = 100'
PROJECT NUMBER	23-13042
SHEET NUMBER	1 OF 3

EASEMENT DESCRIPTION MAP (EXHIBIT A)

LEGEND

-  PROPERTY LINE
-  SECTION LINE
-  QUARTER SECTION LINE
-  SIXTEENTH LINE
-  TRANSMISSION REFERENCE LINE
-  TRANSMISSION EASEMENT LINE
-  RIGHT OF WAY LINE
-  EXISTING EASEMENT LINE
-  PROPERTY CORNER MONUMENT FOUND



ATC TRANSMISSION LINE EASEMENT
AREA = 14,011 sq. ft. (0.322 acres) +/-

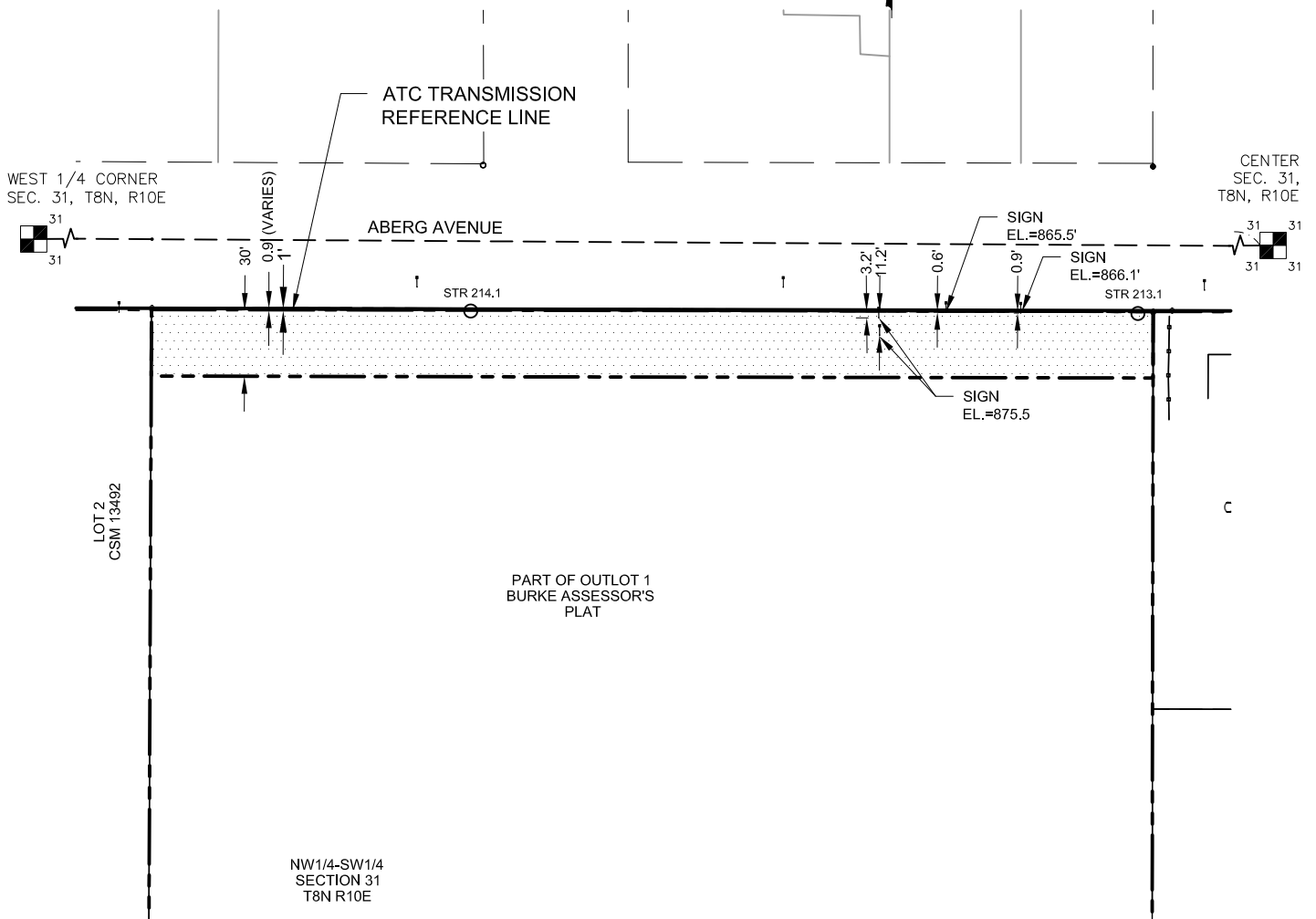
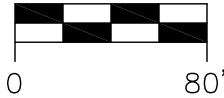
NOTES:

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SCALE IN FEET



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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

PARCEL NO.
0810-313-0088-3
ATC ID: HKP-RKN 2340



REVISIONS	06/29/2023	07/11/2023
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Drawn :	CJH
Date:	5/30/2023
Scale:	1" = 80'
PROJECT NUMBER	23-13042
SHEET NUMBER	2 OF 3

EASEMENT DESCRIPTION (EXHIBIT A)

A variable width easement which crosses a part of the grantor's premises, being a part of Outlot 1 of Burke Assessor's Plat as recorded in the Office of The Register of Deeds in Dane County as Document No. 593673, being a part of the Northwest Quarter of the Southwest Quarter of Section 31, all in Township 8 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the West Quarter Corner of said Section 31; thence South 89°38'45" East along the north line of said Southwest Quarter, 443.3 feet; thence South 00°21'14" West, 31.6 feet to the **Point of Beginning**; thence **South 89°49'18" East** along the south line of Aberg Avenue, **457.3 feet** to the west line of said Lot 1 of Certified Survey Map No. 15690; thence **South 00°05'52" West** along said west line, **30.4 feet**; thence **North 89°53'30" West, 457.4 feet** to the east line of Lot 2 of Certified Survey Map No. 13492; thence **North 00°14'26" East** along said west line, **30.9 feet** to the **Point of Beginning**. Containing **14,011 square feet (0.322 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

PARCEL NO.
0810-313-0088-3
ATC ID: HKP-RKN 2340



Drawn :	CJH
Date:	5/30/2023
Scale:	NA
PROJECT NUMBER	23-13042
SHEET NUMBER	3 OF 3

REVISIONS	06/29/2023	07/11/2023	
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