

**ELECTRIC TRANSMISSION LINE EASEMENT
AND ACCESS EASEMENT**

Wis. Stat. Sec. 182.017(7)

Wis. Stat. Sec. 196.491(3e)

Not subject to Wis. Stat. § 77.22(1)

Document Number

The undersigned Grantor, **Village of Ridgeway, a municipal corporation (hereinafter called the "Grantor")**, in consideration of the sum of ~~twenty-five thousand dollars (\$25,000)~~ 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, and Dairyland Power Cooperative, a Wisconsin cooperative association, as tenants in common, and their respective successors, assigns, licensees and managers (hereinafter cumulatively 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, together with communication signals and equipment restricted solely for the purpose of electric utility communication (hereinafter referred to as the Electric Transmission Facilities) and the perpetual right and easement of ingress to and egress from the transmission line easement upon, in, over and across property owned by Grantor in the **Village of Ridgeway, County of Iowa, State of Wisconsin, described as follows:**

A parcel of land being part of the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 14, Township 6 North, Range 4 East, in the Village of Ridgeway, Iowa County, Wisconsin.

The easement on which the Electric Transmission Facilities are located is referred to as the "transmission line easement." The easement for access to and from the transmission line easement is referred to as the "access easement." The areas encompassing the transmission line easement and the access easement are collectively referred to as the "Perpetual Easement Strips." The legal descriptions and locations of the Perpetual Easement Strips are as shown on the Exhibits B and B-1, attached hereto and incorporated by reference in this easement document.

The perpetual transmission line easement has the following specifications:

TRANSMISSION LINE EASEMENT:

Length: Approximately 194 feet

Width: Variable, not to exceed 27 feet

TRANSMISSION STRUCTURES:

Type: N/A

Number: N/A

Maximum height above existing ground level: N/A feet

TRANSMISSION LINE:

Maximum nominal voltage: 345,000 volts and 138,000 volts

Number of circuits: 2

Number of conductors: 9

Number of static wires: 2

Minimum height above existing landscape (ground level) 20.7 feet

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

- 1) Enter upon the Perpetual Easement Strips 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 Strips; and
- 3) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of Grantor located outside of said Perpetual Easement Strips that in Grantee's judgment may interfere with Grantee's full use of the Perpetual Easement Strips 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 Grantor adjacent to said Perpetual Easement Strips for such purpose; and
- 4) Construct any road or access way for the use of the access easement with written permission, and Grantor agrees not to obstruct

Deleted: ten thousand eight hundred dollars (\$10,800.00)

Name and Return Address

HDR Engineering, Inc.
1601 Utica Avenue South, Suite 600
Minneapolis, MN 55416-3400

Parcel Identification Number(s)

177-0204, 177-0206.C

or interfere with Grantee's use of the access identified herein; and
5) As part of the access easement, use existing field roads and lanes for ingress and egress over and across Grantor's property to the transmission line easement.

If, after initial construction of the Electric Transmission Facilities is complete, Grantor reasonably determines that the access easement needs to be relocated, Grantor may request, in writing, that Grantee relocate the access easement to a mutually agreeable location. The relocated access easement shall provide Grantee reasonable access to and from the transmission line easement. If the access easement is relocated, Grantee and Grantor shall execute a recordable document amending Exhibit B-1, and record the document with the Register of Deeds of Iowa County.

Grantee shall pay a reasonable sum for all damages to property (including, but not limited to existing sewer and water facilities), 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 Strips), caused by the construction, installation, operation, maintenance, repair, replacement, rebuilding, relocation, inspection, patrol or removal of said Electric Transmission Facilities. Prior to any construction, maintenance, or any earth moving activities in the Perpetual Easement Strip or Transmission Line Easement, Grantee shall locate and stake all sewer or water facilities within each area. Grantee shall coordinate with Grantor regarding the location of underground utility facilities and use mitigation measures as necessary to limit the potential for damages.

The Landowner 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, Grantee assumes and agrees to protect, indemnify and save harmless the Landowner, 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 (including, but not limited to, Grantor's existing water and sewer facilities) or bodily injury including death, arising directly or indirectly:

- a. Out of the construction, installation, operation, maintenance, existence, use and repair 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 Grantee, its agents or employees while on or about the Perpetual Easement Strip and the property of the Landowner; and

Out of Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement.

Within the Perpetual Easement Strips, and without first securing the prior written consent of Grantee, Grantor agrees that it 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) Change the grade more than one (1) foot, except that prior written consent shall not be required within the access easement.

Grantee acknowledges and understands that there is currently a water and sewer facility located within the Perpetual Easement Strip. The parties hereto do hereby agree to the terms and conditions set forth in Exhibits "A", "B", and "B-1", attached hereto and incorporated by reference herein. The term "utility" in Exhibit "A" shall mean Grantee. The term "landowner" in Exhibit "A" shall mean Grantor.

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 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, only for the proposed Cardinal-Hickory Creek Transmission Line Project approved through PSC Docket ID: 5-CE146 and upon abandonment of the project grantee forfeits to grantor the easement agreement.

Deleted: ¶

Deleted: Place water, sewer or drainage facilities, except that prior written consent shall not be required within the access easement; or ¶
7)

Deleted: perpetual

[signature page follows]

WITNESS the signature(s) of Grantor this ____ day of _____, 20__.

Village of Ridgeway

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this ____ day of _____, 20__, the above named _____
as _____, and to the above named _____ as _____
of the Village of Ridgeway, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

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 _____, 20__, the above named _____
as _____, and to the above named _____ as _____
of the Village of Ridgeway, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Signature of Notary

Printed Name of Notary
Notary Public, State of Wisconsin
My Commission expires (is) _____

This instrument was drafted by Jeff Marx and checked by Stephanie Marthaler on behalf of American Transmission Company LLC,
PO Box 47, Waukesha, WI 53187-0047.

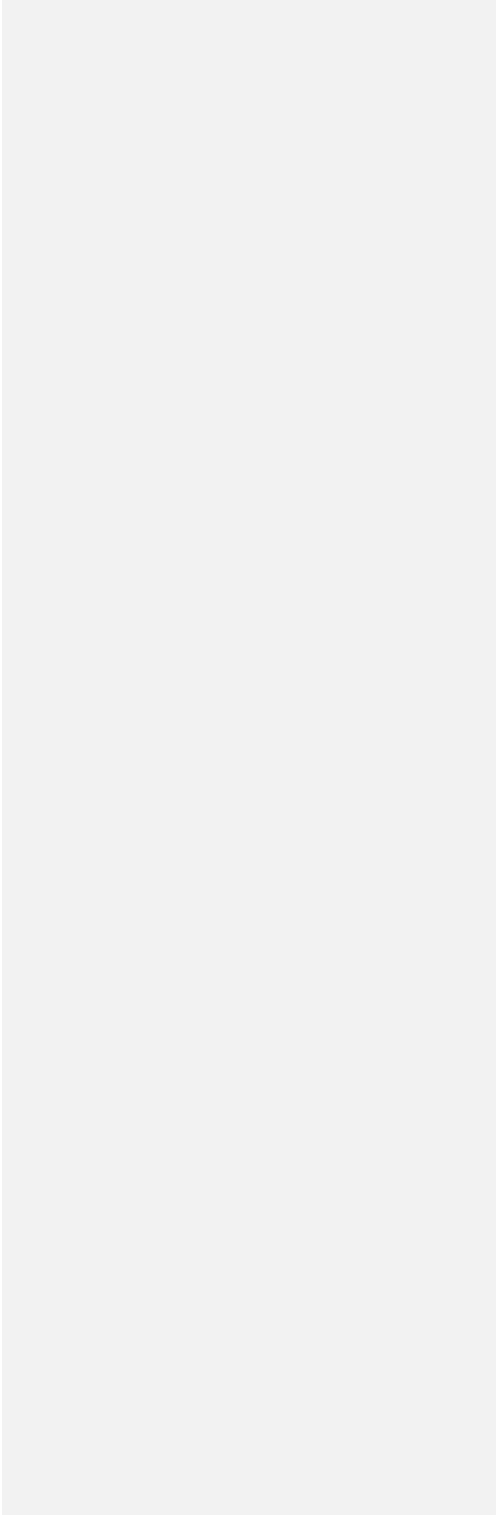


EXHIBIT "A"
[Wis. Stat. Sec. 182.017(7)]

- (c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
1. If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
 2. Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
 3. Insofar as is practicable and when the landowner 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.
 4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
 5. 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 landowner's request.
 6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
 7. Pay for any crop damage caused by such construction or maintenance.
 8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.
- (d) 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 landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.
- _____ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants its written consent for the Utility to use HERBICIDAL chemicals for weed and brush control.
- (e) The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Landowner fails to do so, the Landowner shall nevertheless retain title to all trees cut by the utility.
- (f) The Landowner 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.
- (g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
- (h) 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 landowner.
- _____ The foregoing statement notwithstanding, the Landowner, BY INITIALING IN THE SPACE AT LEFT, hereby grants its written consent for the Utility to use any land beyond the boundaries of the easement for ingress and egress for personnel, equipment and vehicles during construction and maintenance activities.