

**ELECTRIC TRANSMISSION LINE
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, **The City of Whitewater, a municipal corporation**, (hereinafter called the "Grantor"), in consideration of the sum of One Dollar 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, 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, together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, over and across property owned by the Grantor in the City of Whitewater, County of Jefferson, State of Wisconsin, described as follows:

Part of the NW 1/4 of the NE 1/4, Section 33, T5N-R15E, City of Whitewater, Jefferson County, Wisconsin.

Recording Area

Name and Return Address
Steigerwaldt Land Services, Inc.
856 North 4th Street
Tomahawk, WI 54487

Parcel Identification Number(s)
292-0515-3313-000

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 easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 133 feet

Width: Approximately 123 feet

TRANSMISSION STRUCTURES:

Type: N/A

Number: 0

Maximum height above existing ground level: N/A 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): 20.7 feet

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above-described facilities and other appurtenances that the Grantee deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement strip.
- 4) 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.

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.

UNI-RRD0020

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein. The term "utility" on said Exhibit "A" shall mean Grantee. The term "landowner" on said 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 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 _____, 20_____.

GRANTOR: The City of Whitewater

Signature

Printed Name

Title

Signature

Printed 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 City of Whitewater, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Signature

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

This instrument drafted by Stacey Walther and checked by Carol Ahles on behalf of American Transmission Company, 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 written consent to 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.
- (i) If utility access on lands outside the boundaries of the easement area causes damage to asphalt pavement surfaces, The utility shall pay for any damage to be repaired or restored.

_____ 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.

EASEMENT DESCRIPTION MAP (EXHIBIT B)

LEGEND

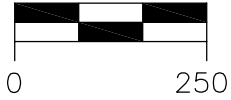
-  PROPERTY LINE
-  SECTION LINE
-  QUARTER SECTION LINE
-  SIXTEENTH LINE
-  TRANSMISSION REFERENCE LINE
-  TRANSMISSION EASEMENT LINE
-  RIGHT OF WAY LINE
-  EXISTING UTILITY EASEMENT LINE
-  PROPERTY CORNER MONUMENT FOUND



ATC TRANSMISSION LINE EASEMENT
AREA = 15,953 sq. ft. (0.366 acres) +/-



SCALE IN FEET

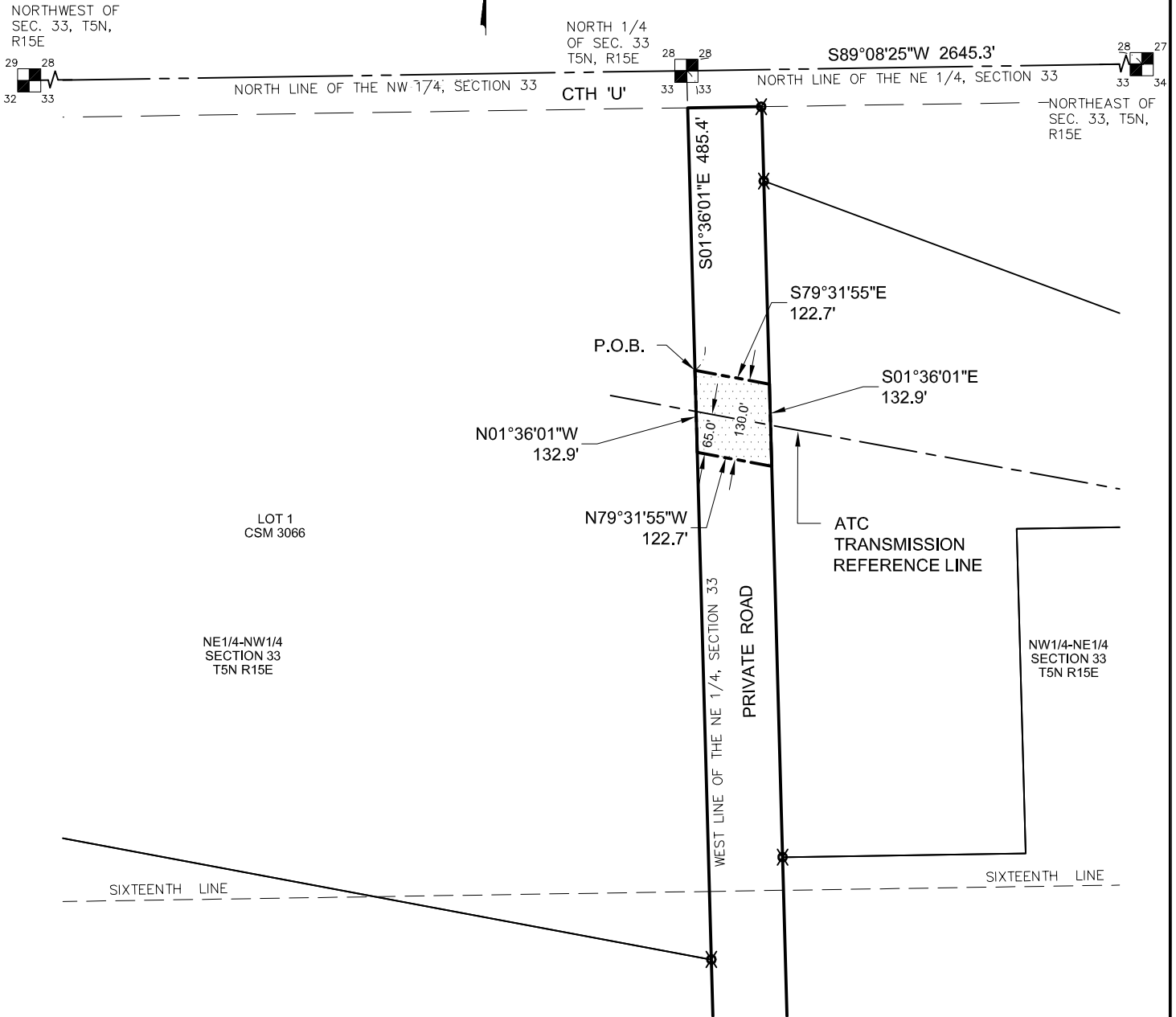


NOTES:

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.



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

PARCEL NO.
292-0515-3313-000
ATC ID: UNI-RRD0020



ATC
Energizing Your Future

Drawn :	MJP
Date:	11/06/2024
Scale:	1" = 250'
PROJECT NUMBER	24-14670
SHEET NUMBER	1 OF 3

REVISIONS	11/21/2024	
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EASEMENT DESCRIPTION (EXHIBIT B)

A 130 foot wide easement which crosses a part of the grantor's premises, being a part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 5 North, Range 15 East, in the City of Whitewater, Jefferson County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 33; thence South 01°36'01" East along the west line of the Northeast Quarter of said Section 33 also being the west property line of the grantor, 485.4 feet to the **Point of Beginning**, thence **South 79°31'55" East, 122.7 feet** to the east property line of the grantor; thence **South 01°36'01" East** along said east property line, **132.9 feet**; thence **North 79°31'55" West, 122.7 feet** to the aforesaid west line; thence **North 01°36'01" West, 132.9 feet** to the **Point of Beginning**.

Containing **15,953 square feet (0.366 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. 292-0515-3313-000 ATC ID: UNI-RRD0020	 ATC Energizing Your Future	Drawn : MJP
			Date: 11/06/2024
			Scale: NA
			PROJECT NUMBER 24-14670
			SHEET NUMBER 2 OF 2
REVISIONS	11/21/2024	1/06/2025	