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DANE COUNTY REGISTER OF DEEDS

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**ELECTRIC TRANSMISSION LINE EASEMENT
CERTIFICATE OF COMPENSATION
NOTICE OF RIGHT OF APPEAL
Wis. Stat. Sec. 182.017(7)**

Document Number

001382

Record this document with the Register of Deeds

Name and Return Address:
American Transmission Company LLC
Attn: Real Estate Department
2 Fen Oak Court
Madison, Wisconsin 53718

Parcel Identification Numbers:
Portions of:
251/0809-264-0092-2 and
251/0809-264-0093-0

The undersigned Grantor, **Madison Area CLT Corporation**, a Wisconsin nonstock corporation (hereinafter called the "Landowner"), 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 (hereinafter called the "Grantee"), and its successors, assigns, licensees and manager, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, remove or relocate a line of lattice tower or single tower structures set in concrete or direct buried, 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, upon, in, over and across lands owned by the Landowner in the City of Madison, County of Dane, State of Wisconsin, described on Exhibit "B" attached hereto ("Easement Strip").

The Easement Strip is a parcel of land located in the Northwest Quarter (NW1/4), Southwest Quarter (SW1/4) and Southeast Quarter (SE1/4) all within and of the Southeast Quarter (SE1/4) of Section 26, Town 8 North, Range 9 East, City of Madison, Dane County, Wisconsin.

The Easement Strip is 955.66 feet in length and 40 feet in width and described on Exhibit "B" attached hereto and made a part hereof.

The number of such structures existing or to be erected on said Easement Strip shall be 2. The maximum height of said structures shall be 100 feet above the ground. The minimum height of said transmission line(s) above the existing landscape shall be 21 feet. The number of said transmission line(s), complete circuit(s) to be placed on said structures shall be not more than 2. The wires shall have an operating voltage of not more than 138 kilovolts and have a maximum voltage of 145 kilovolts. The number of electrical conductors comprising said transmission line(s) shall be 6. The number of static wires to be place on said structures shall be not more than 2.

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, maintain, operate, repair, replace, rebuild, inspect, patrol and remove the above designated facilities 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. Grantee agrees to cooperate with the Landowner to allow low growing vegetation within the Easement Strip unless such vegetation needs to be removed for security purposes, an emergency or to re-build the line.
- 4) Cut down/remove such trees now or hereafter existing on the property of the Landowner located outside of said easement strip which by falling might interfere with or endanger said lines, together with the right, permission and authority to enter in a reasonable manner upon the property of the Landowner adjacent to said 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 trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

Grantee agrees to indemnify, save harmless and defend Landowner and its successors, assigns, tenants, agents and invitees from and against any and all claims, liabilities, losses, costs, damages or expenses (including reasonable attorney fees) for injury or death to any person and/or livestock and any damages by whomsoever sustained and/or for damage to any property by whomsoever owned, caused by, arising out of, incidental to or in any manner connected with Grantee's occupation, use or possession of the Easement Strip or exercise of any rights conferred upon Grantee hereunder.

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Landowner, 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 and right-of-way. Landowner, for itself, its successors and assigns, further agrees that within the limits of the easement and right-of-way it will not construct any non-residential type buildings or store any inflammable goods or products, or plant trees, or 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 Exhibits A, B, C and D, attached hereto and incorporated herein.

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


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

Landowner warrants and represents that Landowner has good title to the property described herein, free and clear from all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in 2004 and subsequent years, Mortgages to the City of Madison recorded in the office of the Dane County, Wisconsin Register of Deeds ("Register's Office") on August 31, 2004 as document numbers 3962481 and 3962482, Easement recorded in the Register's Office on September 3, 1915 as document number 346830, Easement recorded in the Register's Office on December 9, 1915 as document number 349060, Warranty Deed recorded in the Register's Office on June 5, 1936 as document number 584928, Easement Assignment recorded in the Register's Office on January 25, 2001 as document number 3282842, Order filed in the Register's Office on May 4, 1948 as document number 763672, Plat Map of Fairfield Manor recorded in the Register's Office on June 11, 1958 in Volume 21 of Plat Maps at page 17 as document number 959419, First Addition to Fairfield Manor recorded in the Register's Office on January 15, 1968 in volume 33 of Plat Maps at page 43 as document number 1204874, Land Use Restriction Agreement recorded in the Register's Office on January 7, 2002 as document number 3425026, Conservation Easement recorded in the Register's Office on January 7, 2002 as document number 3425048, Declaration of Restrictions recorded in the Register's Office on January 1, 2002 as document number 3425046, possible gap in chain of title to southeastern-most approximately 422.5 square feet, matters which would be disclosed by accurate survey, all portions included in any public right of way or street, and any other matters of record.

The Landowner hereby accepts a lump sum payment in consideration of the grant of this easement.

WITNESS the signature of the Landowner this 25th day of January, 2005.

MADISON AREA CLT CORPORATION

By: 
Gregory Rosenberg, Executive Director

The undersigned hereby consents to this Electric Transmission Line Easement:

URBAN OPEN SPACE FOUNDATION, INC.

By: [Signature]
Heather L. Mann, Executive Director

CITY OF MADISON, WISCONSIN,
a municipal corporation

By: [Signature]
David J. Cieslewicz, Mayor
[Signature]
Ray Fisher, City Clerk

Approved as to form:
[Signature]
Michael P. May, City Attorney

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 25th day of January, 2005, the above named Gregory Rosenberg, to me known to be the Executive Director of Madison Area CLT Corporation and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

[Signature]
[signature]
Jane E. Schmidt
[printed name]
Notary Public, Dane County, Wisconsin
My commission expires: January 27, 2008

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 25th day of January, 2005, the above named Heather L. Mann, to me known to be the Executive Director of Madison Urban Open Space Foundation, inc. and to me known to be the person who executed the foregoing instrument and acknowledged the same.

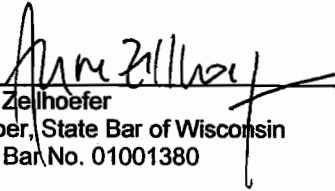
[SEAL]

[Signature]
[signature]
Rosemary LaBounty
[printed name]
Notary Public, Dane County, Wisconsin
My commission expires: 7-22-07

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AUTHENTICATION

Signatures of David J. Cieslewicz, Mayor, and Ray Fisher, Clerk, authenticated this 3rd day of February, 2005.



Anne Zelhoefer
Member, State Bar of Wisconsin
State Bar No. 01001380

This instrument drafted by Thomas J. Erstad

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.
 - c) 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.
 - 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 landowner'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 landowner'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 landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, he shall receive from the utility a reasonable amount for such services.
3. The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if he fails to do so, he shall nevertheless retain title to all trees cut by the utility.
4. 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.
5. 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.
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 landowner.

ADDENDUM

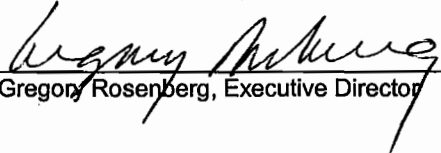
The undersigned landowner, this 25th day of January, 2005, does hereby waive the rights provided in the following paragraphs of this Exhibit "A": 1C, 1H, 2 and 6.

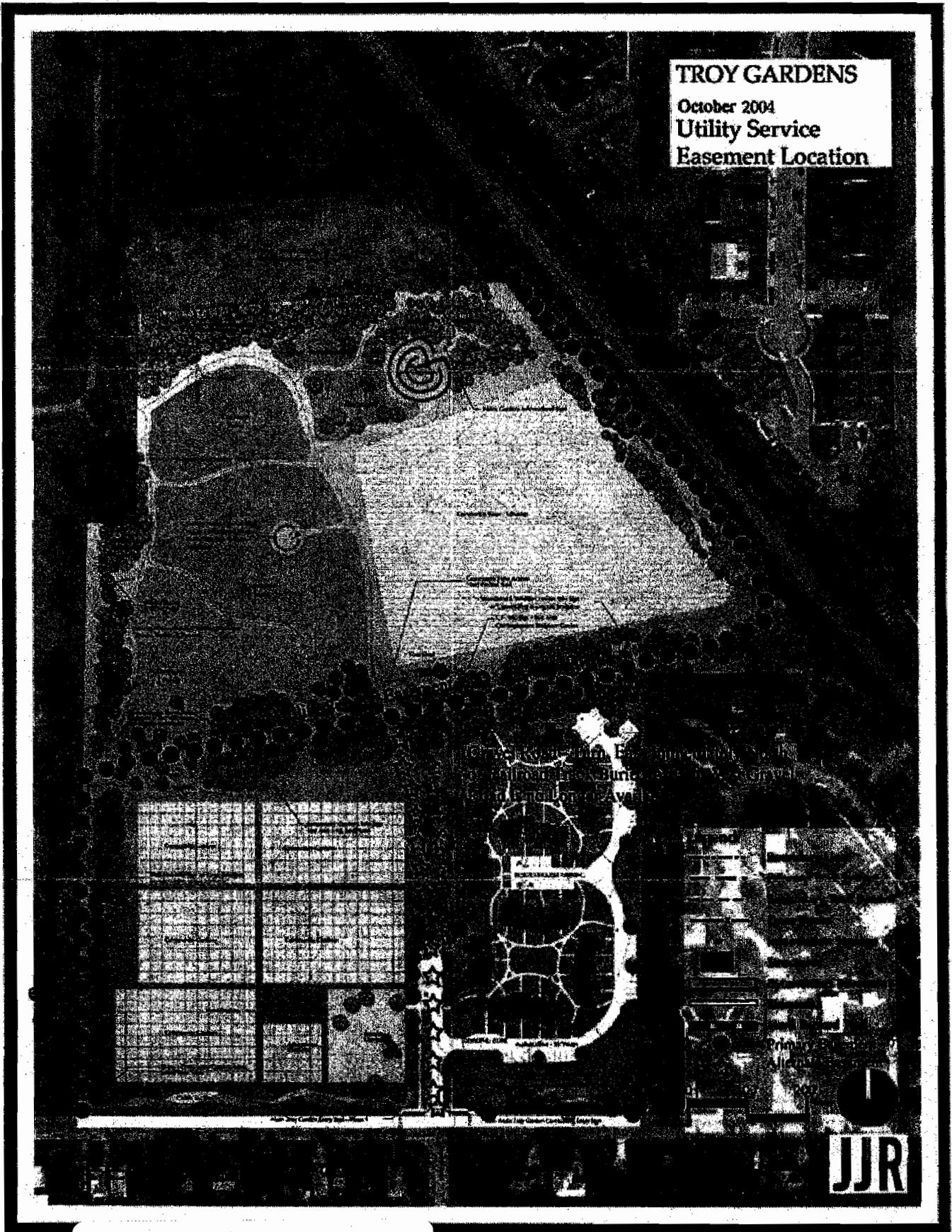
The utility (Grantee) shall allow low growing vegetation within the easement unless such vegetation needs to be removed for security purposes, an emergency or to re-build the line. The Utility agrees not to use herbicides while the property is being used to raise organic foods.

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The right, permission and authority is also granted to Grantee to enter in a reasonable manner upon the property of Landowner outside of the Easement Strip for the purpose of access to the Easement Strip in order to construct, erect, operate, maintain and replace within the Easement Strip said electric transmission line facilities as follows: Landowner will provide at least one route for use by Grantee at all times, which shall be as described on Exhibit D attached hereto until further notice from Landowner. Landowner will provide Grantee with a map of allowable access routes, and will be responsible for providing revised maps in the event the access route changes. Grantee will be permitted to keep a lock on any gates located on the Easement Strip that are used for access routes, provided that Grantee shall provide to Landowner a key thereto at all times.

MADISON AREA CLT CORPORATION

By: 
Gregory Rosenberg, Executive Director



Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by: *TJE*