

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)

Document Number

The undersigned grantor(s), **Kalish Holdings, LLC, a Wisconsin limited liability company**, for themselves and their respective heirs, successors and assigns (hereinafter cumulatively referred to as "Landowner"), in consideration of the sum of [REDACTED] 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), upon, in, over and across property owned by the Landowner in the **Town of Middleton, County of Dane, State of Wisconsin**, described as follows:

The Landowner's undivided ten-fifteenth (10/15th) interest in a parcel of land being a part of the Common Area of Twin Valley Commercial Centre Condominium, in the Town of Middleton, Dane County, Wisconsin.

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 641 feet

Width: Variable, not to exceed 86 feet

TRANSMISSION STRUCTURES:

Type: Monopole

Number: One

Maximum height above existing ground level: 156 feet

TRANSMISSION LINE:

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

Number of circuits: Two

Number of conductors: Nine

Number of static wires: Two

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 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 Landowner 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 Landowner adjacent to said Perpetual Easement Strip for such purpose.

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.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #

5771273

09/16/2021 10:36 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 7

**The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.**

Record this document with the Register of
Deeds

Name and Return Address:

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

Parcel Identification Number(s)

038/0708-083-4512-0, 038/0708-083-4515-0,
038/0708-083-4521-0,
038/0708-083-4524-0, 038/0708-083-4527-0,
038/0708-083-4530-0, 038/0708-083-4533-0,
038/0708-083-4536-0, 038/0708-083-4539-0,
038/0708-083-4542-0

Within the Perpetual Easement Strip, and without first securing the prior written consent of Grantee, the **Landowner** 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 maintain the present existing sign within the Perpetual Easement Strip. However, the Landowner agrees not to enlarge or improve said sign or install any antennae or other 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. The Landowner also agrees not to perform any work on said sign within the Perpetual Easement Strip other than normal maintenance. It is understood and agreed, however, that the Landowner has the right to repair the existing sign within its present boundaries in the event of destruction, damage or deterioration.

The present propane storage tanks (the "Tanks") within the Perpetual Easement Strip must be removed from the Perpetual Easement Strip. Grantee will provide the Landowner at least sixty (60) days' written notice of the date by when the Landowner must have the Tanks removed from the Perpetual Easement Strip (the "Removal Date"). If the Tanks are not removed from the Perpetual Easement Strip by the Removal Date, Grantee has the right to take reasonable and necessary measures to move the Tanks outside of the Perpetual Easement Strip, with the Landowner being responsible for its units' proportional share of the cost incurred by Grantee.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibits "A" and "B", 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 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 they have had at least five (5) days to review such materials.

The Landowner warrants and represents that the Landowner has good title to the property described herein, free and clear from all liens and encumbrances, except: None.

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

[signature page follows]

WITNESS the signature(s) of the Landowner this 24 day of May, 2021.

Kalish Holdings, LLC

By: [Signature]
Name: Gary "Addison" Kalish
Title: MANAGING MEMBER

By: _____
Name: _____
Title: _____

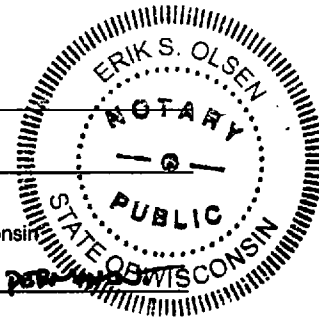
ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this 24 day of May, 2021, the above named GARY "ADDISON" KALISH

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]
Signature of Notary
ERIK S OLSEN
Printed Name of Notary
Notary Public, State of Wisconsin
My Commission expires (is) PERMANENT



ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this _____ day of _____, 20____, the above named _____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

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

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.

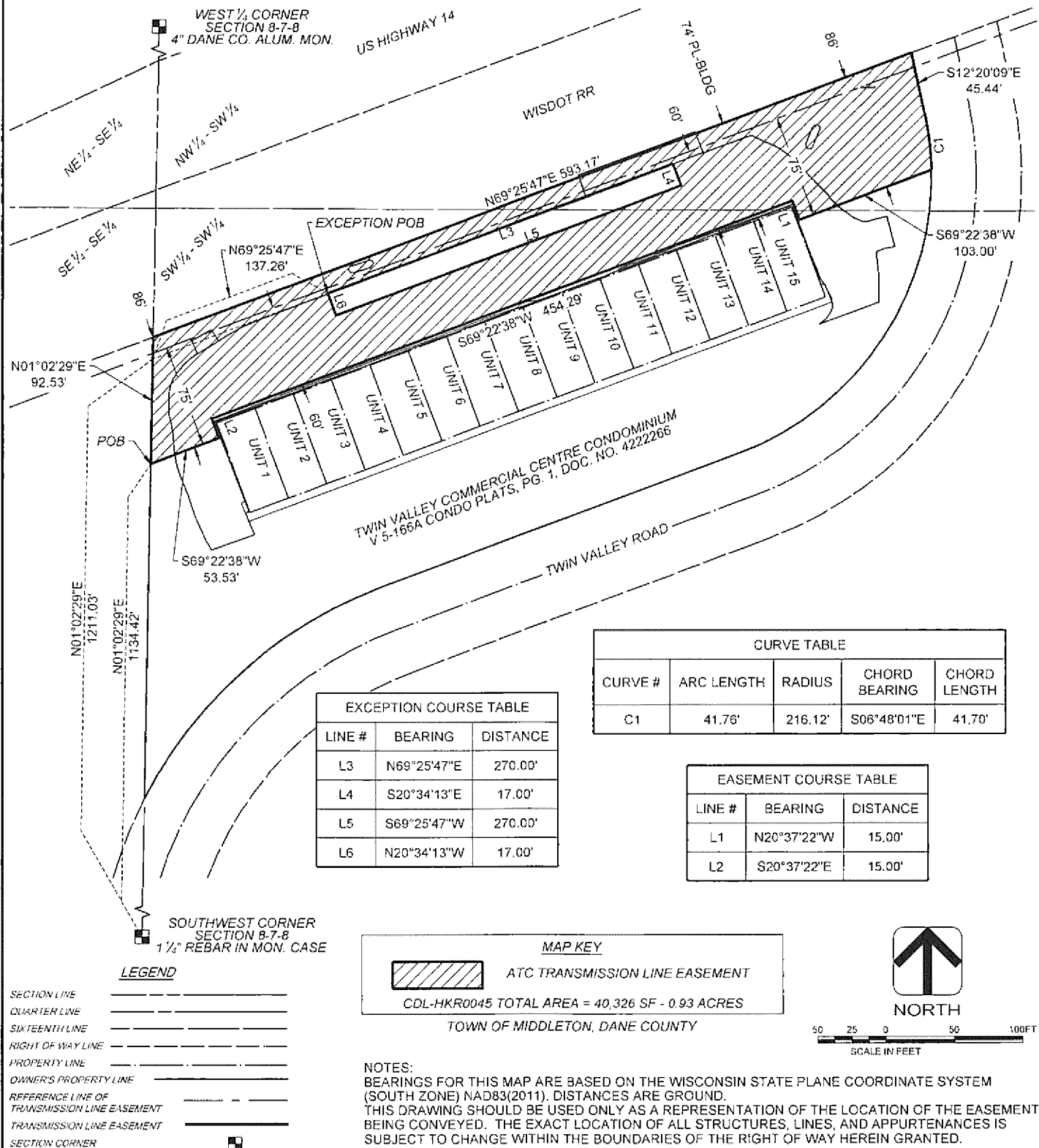
- (d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the 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.

EASEMENT DESCRIPTION MAP (EXHIBIT "B")



ATC ID: CDL-HKR0045
TWIN VALLEY COMMERCIAL CENTRE
CONDOMINIUM COMMON AREA

AYRES

Drawn: NDT

Scale: 1"=100'

Date: 08/14/2020

SHEET 1 OF 3

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REVISIONS

08/18/2020

08/25/2020

09/23/2020

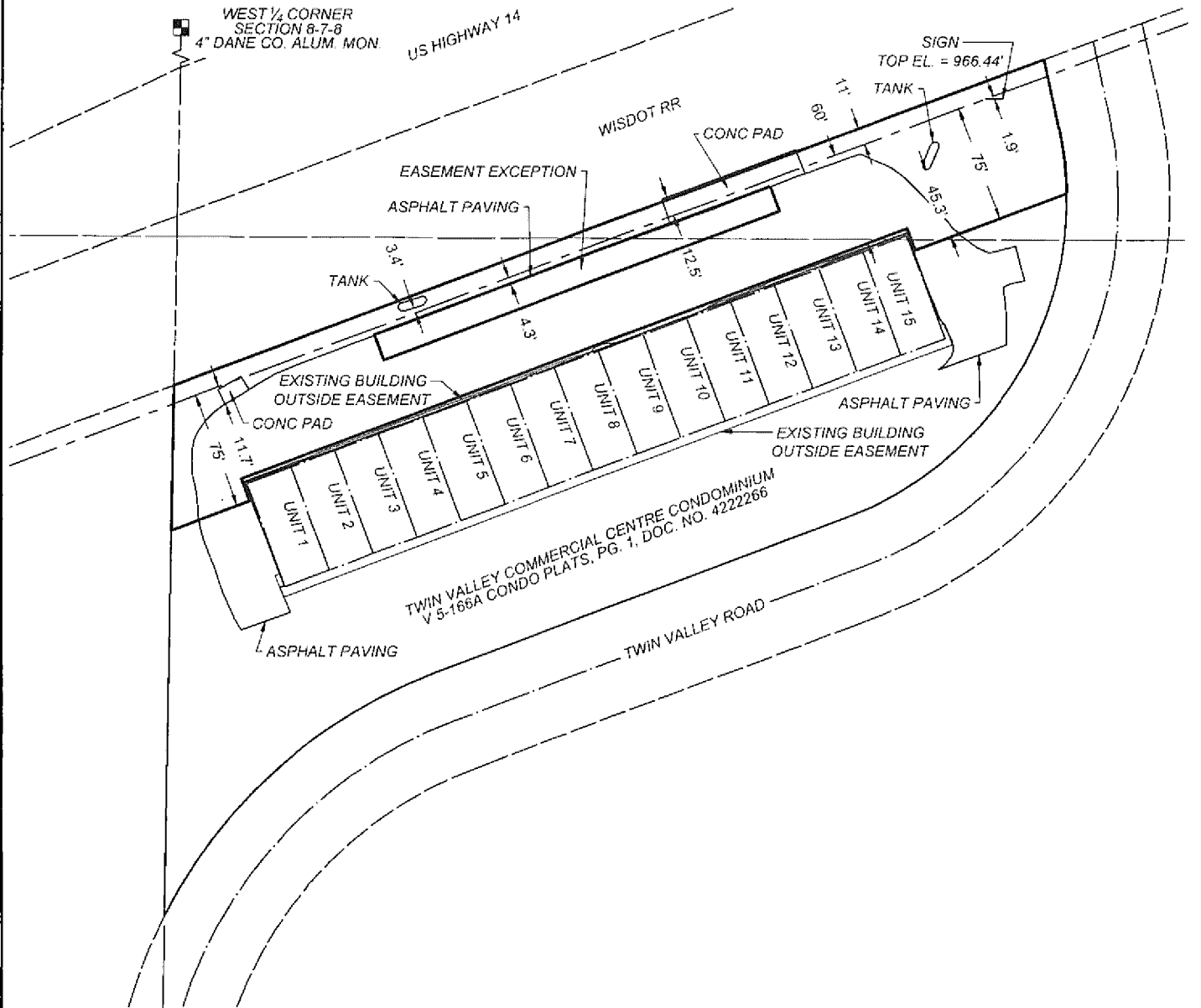
10/02/2020

10/16/2020

02/09/2021

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EASEMENT DESCRIPTION MAP (EXHIBIT "B")



LEGEND

SECTION LINE	_____
QUARTER LINE	_____
SIXTEENTH LINE	_____
RIGHT OF WAY LINE	_____
PROPERTY LINE	_____
OWNER'S PROPERTY LINE	_____
REFERENCE LINE OF TRANSMISSION LINE EASEMENT	_____
TRANSMISSION LINE EASEMENT	_____
SECTION CORNER	_____

MAP KEY



ATC TRANSMISSION LINE EASEMENT

CDL-HKR0045 TOTAL AREA = 40,326 SF - 0.93 ACRES

TOWN OF MIDDLETON, DANE COUNTY

NOTES:

BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) NAD83(2011). DISTANCES ARE GROUND. VERTICAL DATUM: NAVD 88 ADJUSTED BY WISDOT 2012. 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.



NORTH

50 25 0 50 100 FT
SCALE IN FEET



ATC ID: CDL-HKR0045
TWIN VALLEY COMMERCIAL CENTRE
CONDOMINIUM COMMON AREA



Drawn: NDT

Scale: 1"=100'

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REVISIONS

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10/02/2020	10/16/2020	02/09/2021

Date: 08/14/2020

SHEET
NUMBER 2 OF 3

EASEMENT DESCRIPTION MAP (EXHIBIT "B")

CDL-HKR0045 EASEMENT LEGAL DESCRIPTION:

A variable width easement which crosses a part of the grantor's premises, being the Common Area of Twin Valley Commercial Centre Condominium, recorded in Volume 5-166A of Condominium Plats on Page 1 as Document Number 4222266, being located in the Southwest Quarter of the Southwest Quarter and Northwest Quarter of the Southwest Quarter of Section 8, Township 7 North, Range 8 East, Town of Middleton, Dane County, Wisconsin described as follows:

Commencing at the Southwest Corner of Section 8;

Thence North 01°02'29" East, along the West line of said Section 8, a distance of 1134.42 feet to the

Point of Beginning;

Thence, continuing along said West line, North 01°02'29" East, 92.53 feet to the Northwest corner of Twin Valley Commercial Centre Condominium;

Thence North 69°25'47" East, along the Southeasterly right of way line of a Wisconsin Department of Transportation Railroad, 593.17 feet to the Westerly right of way line of Twin Valley Road;

Thence South 12°20'09" East, along said Westerly right of way line, 45.44 feet;

Thence, continuing along said Westerly right of way line and the arc of a curve to the right, 41.76 feet, said curve having a radius of 216.12 feet, and a chord which bears South 06°48'01" East for 41.70 feet;

Thence South 69°22'38" West, 103.00 feet;

Thence North 20°37'22" West, 15.00 feet;

Thence South 69°22'38" West, 454.29 feet;

Thence South 20°37'22" East, 15.00 feet;

Thence South 69°22'38" West, 53.53 feet to the **Point of Beginning.**

The described easement, as shown on Sheet 1 of 3 hereof, contains 44,916 square feet or 1.03 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of record.

Excepting the parking areas as shared and assigned to the individual Condominium Units described as follows:

Commencing at the Southwest Corner of Section 8;

Thence North 01°02'29" East, along the West line of said Section 8, a distance of 1211.03 feet;

Thence North 69°25'47" East, 137.26 feet to the **Point of Beginning;**

Thence North 69°25'47" East, 270.00 feet;

Thence South 20°34'13" East, 17.00 feet;

Thence South 69°25'47" West, 270.00 feet;

Thence North 20°34'13" West, 17.00 feet to the **Point of Beginning.**

The described easement exception as shown on Sheet 1 of 3 hereof, contains 4,590 square feet or 0.10 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of record.



ATC ID: CDL-HKR0045
TWIN VALLEY COMMERCIAL CENTRE
CONDOMINIUM COMMON AREA

AVRES

Drawn: NDT

Scale: N/A

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REVISIONS

08/18/2020

08/25/2020

09/23/2020

10/02/2020

10/16/2020

02/09/2021

Date: 08/14/2020

SHEET
NUMBER **3 OF 3**