

Document Number

ELECTRIC TRANSMISSION LINE EASEMENT
Not subject to Wis. Stat. § 77.22(1).

The undersigned Grantor(s) **Robert A. Abraham and Vicki L. Abraham, husband and wife, as survivorship marital property** (hereinafter called the "Grantor"), 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, and its manager ATC Management Inc., a Wisconsin Corporation** (hereinafter jointly referred to as "Grantee"), the Grantee's successors, assigns, licensees and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol electric transmission line facilities, including but not limited to wires, poles, guy lines, anchors, and associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across lands owned by the Grantor(s) in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, described as follows:

A part of the Grantor's land located in Tract 3 of CSM, Vol. 7, Page 261, being a part of the SE1/4 NW1/4, Section 16, T15N-R23E, City of Sheboygan, Sheboygan County, Wisconsin;

The perpetual easement strip granted herein is described and shown on the Exhibit "A" attached hereto and made a part hereof.

Recording Area

Name and Return Address
Steigerwaldt Land Services
Attn: Real Estate Department
856 North 4th Street
Tomahawk, WI 54487

Parcel Identification Number(s)

59281630807

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 and 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, 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.

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.

The Grantee shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Grantor(s), the heirs, successors and assigns of every use and enjoyment of said land not inconsistent with the construction, installation, maintenance, operation, repair, replacement, rebuilding, inspection and removal of such structures, wires and associated appurtenances.

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 perpetual easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the perpetual 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.

It is understood and agreed that the Landowner shall have the right to maintain the present existing house within the perpetual easement strip. However, the Landowner agrees not to enlarge or improve said house, 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. Landowner also agrees not to perform any work on said house 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 house within its present boundaries in the event of destruction, damage or deterioration.

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

Grantor warrants and represents that Grantor has good title to the property described herein, free and clear from all liens and encumbrances, except: Mortgage to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Lender Green Tree Servicing LLC from Robert A. Abraham and Vicki L. Abraham, husband and wife, as survivorship marital property, dated May 10, 2013 and recorded on May 21, 2013 as Document No. 1968707

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

_____(SEAL)
Signature

_____(SEAL)
Signature

Robert A. Abraham
Printed Name

Vicki L. Abraham
Printed Name

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named **Robert A. Abraham and Vicki L. Abraham, husband and wife, as survivorship marital property**, 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) _____

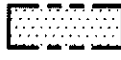
This instrument drafted by Carol Ahles and checked by Debra Zimmermann on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

This document was drafted on December 5, 2019.

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



ADDITIONAL ATC TRANSMISSION LINE
EASEMENT AREA = 718 sq. ft. (0.017 acres) +/-

EXISTING ATC TRANSMISSION LINE EASEMENT
AREA 1,407 sq. ft. (0.032 acres) +/-

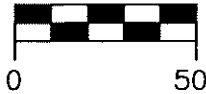
TOTAL NEW ATC TRANSMISSION LINE EASEMENT
AREA = 2,125 sq. ft. (0.049 acres) +/-

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.

SCALE IN FEET

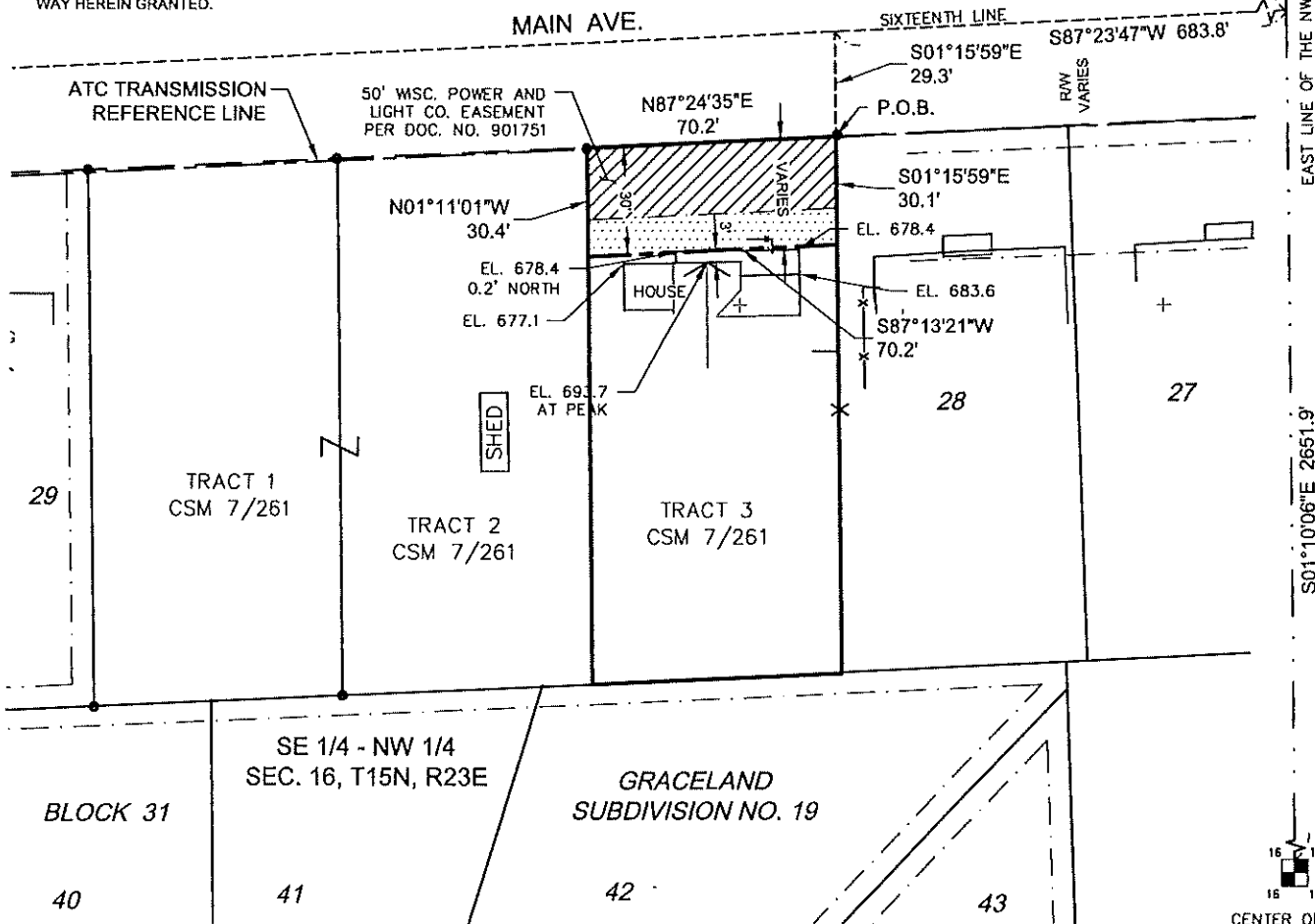


NE 1/4 - NW 1/4
SEC. 16, T15N, R23E

NORTH 1/4
CORNER OF
SEC. 16,
T15N, R23E

S01°10'06"E 1325.9'
EAST LINE OF THE NW 1/4, SECTION 16

CENTER OF
SEC. 16,
T15N, R23E



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JSD Professional Services, Inc.
Engineers • Surveyors • Planners

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

PARCEL NO.
59281630807
ATC ID: ERD-EDG0180



REVISIONS
09/24/2019 10/24/2019 10/25/2019

Drawn: CJH
 Date: 09/19/2019
 Scale: 1" = 50'
 PROJECT NUMBER 19-9047
 SHEET NUMBER 1 OF 2

EASEMENT DESCRIPTION (EXHIBIT A)

A variable width easement which crosses a part of the grantor's premises, being part of Tract 3 of Certified Survey Map Volume 7, page 261, recorded as Document No.1130381 with the Sheboygan County Register of Deeds, located in the Southeast Quarter of the Northwest Quarter of Section 16, all in Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 16; thence South 01°10'06" East along the east line of said Northwest Quarter, 1325.9 feet to the east-west Sixteenth Line; thence South 87°23'47" West along said Sixteenth Line, 683.8 feet; thence South 01°15'59" East, 29.3 feet to the south right of way line of Main Avenue, also being the northeast corner of aforesaid Tract 3 and the **Point of Beginning**; thence continuing **South 01°15'59" East** along the east line of said Tract 3, **30.1 feet** ; thence **South 87°13'21" West**, **70.2 feet** to the west line of said Tract 3; thence **North 01°11'01" West** along said west line, **30.4 feet** to the south right of way line of Main Avenue; thence **North 87°24'35" East** along said south right of way line, **70.2 feet** to the **Point of Beginning**. Containing **2,123 square feet (0.049 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

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Drawn : CJH

Date: 09/19/2019

Scale: NA

PROJECT
NUMBER 19-9047

SHEET
NUMBER 2 OF 2

REVISIONS	09/24/2019	10/24/2019
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