

## TAB TEN

## MISCELLANEOUS

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

Document Number

COPY

The undersigned Grantor, Rock Lake Estates Association (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"), its successors, assigns, licensees and manager, 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, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the Landowner in the Town of Lake Mills, County of Jefferson, State of Wisconsin, described as follows:

Record this document with the Register of Deeds

Easement 1, Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 3, Township 7 North, Range 13 East, in the Town of Lake Mills, Jefferson County, Wisconsin.

Easement 2, Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 3, Township 7 North, Range 13 East, in the Town of Lake Mills, Jefferson County, Wisconsin.

Name and Return Address:  
Land Service Company  
Real Estate Department  
222 North Midvale Boulevard  
Madison, WI 53705

The location of the easement strips are as shown on the attached drawing, marked Exhibit "B", and made a part of this document.

Parcel Identification Number  
018-0713-0344-000

The easement has the following specifications:

**EASEMENT STRIPS:**

Length: Approximately 309 feet

Width: Variable, not to exceed 29 feet

**TRANSMISSION STRUCTURES:**

Type: N/A

Number: None

Maximum height above existing ground level: N/A

**TRANSMISSION LINES:**

Maximum nominal voltage: 138,000 volts

Number of circuits: 1

Number of conductors: 3

Number of static wires: 1

Minimum height above existing landscape (ground level): 20.6 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 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 line(s), 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.

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 strip. Landowner, 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.

It is understood and agreed that the Landowner shall have the right to maintain the presently existing sign within the easement strip, however, the Landowner agrees not to enlarge or improve said sign or install any antennae or other appendages on said sign that will

## ADDENDUM

The undersigned landowner, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, does hereby waive the Notice of Right of Appeal as aforementioned in Exhibit "C" - Certificate of Compensation in accordance with Section 32.06(2)(a) of Wisconsin Statutes allowing named persons or parties six (6) months from the date of recording of this certificate to appeal the amount of compensation herein stated by filing a petition with the Judge of the Circuit Court.

\_\_\_\_\_  
Signature Rock Lake Estates Association (SEAL)

(SEAL)

Signature \_\_\_\_\_

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

## ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF )

Personalty came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, the above named  
Rock Lake Estates Association  
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) \_\_\_\_\_

**File Name** Rock Lake Condo Assoc.

File No: JEF-SBK00673



**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 or maintenance.
  - 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, the landowner 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 the Landowner fails to do so, the Landowner 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 \_\_\_\_\_ day of \_\_\_\_\_, 2009, does hereby waive the rights provided in the following paragraphs of this Exhibit "A", Items No. 2. and 6.

Therefore: The right, permission and authority is granted to Grantee to apply herbicidal chemicals for the purposes of brush control in said easement strip.

Therefore: The right, permission and authority is also granted to Grantee to enter in a reasonable manner upon the property of Landowner outside of said easement strip for the further purpose of access to said strip of land to construct, erect, operate, maintain and replace said electric transmission line facilities.

Witness:

**Rock Lake Estates Association**

By \_\_\_\_\_  
Signature

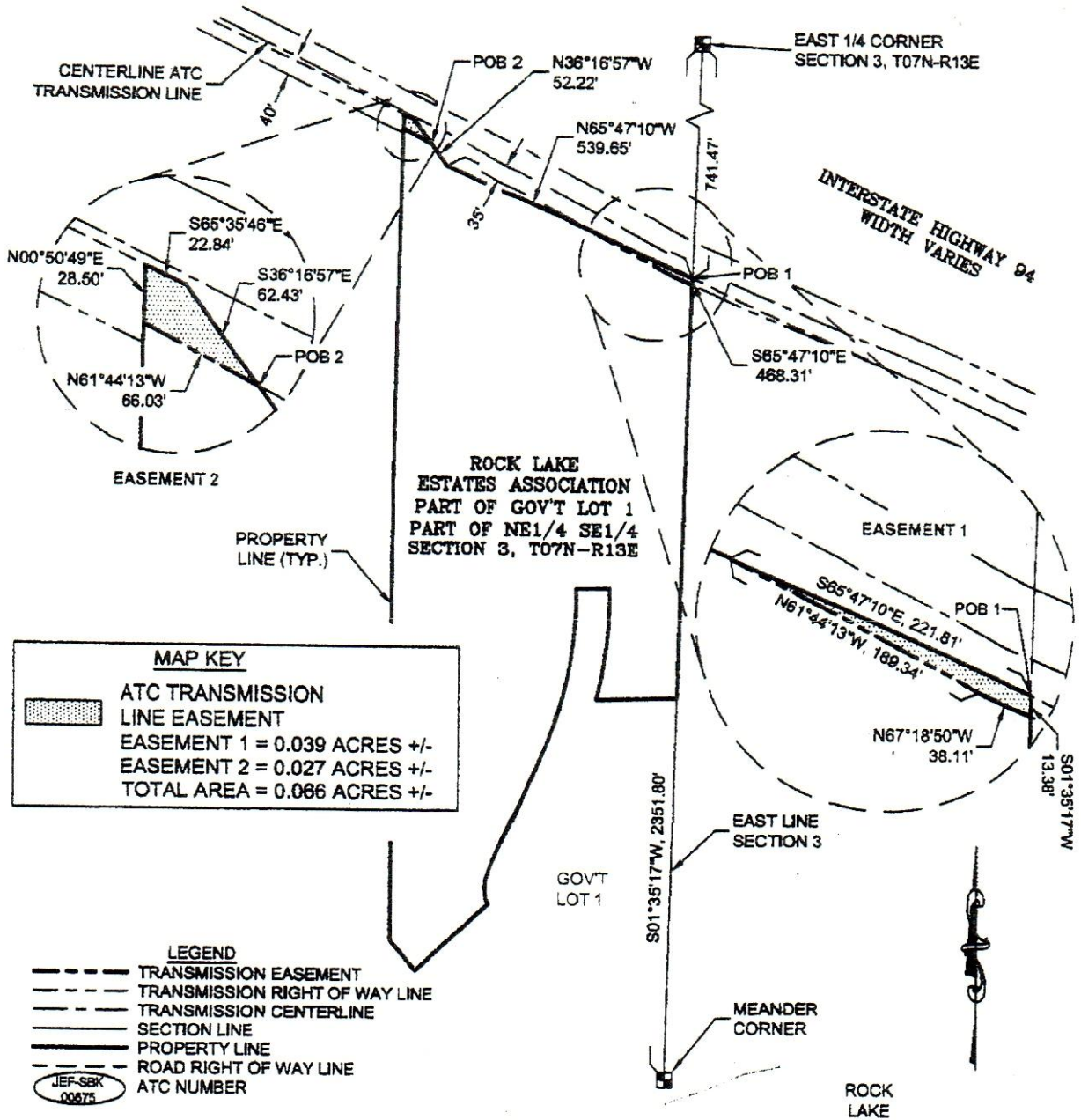
By \_\_\_\_\_  
Signature

# EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC  
N19 W23993 RIDGEVIEW PKWY. W.  
WAUKESHA, WI 53188

GRANTOR: ROCK LAKE ESTATES ASSOCIATION  
LAKE MILLS, WI 53551  
TAX PARCEL NO. 018-0713-0344-000

S:\GPS\ATC\200604966 JEFFERSON COUNTY EXHIBIT B\T07N-R13E\SECTION 3\ROCK LAKES ESTATES ASSOC 00875.dwg; 7/28/2008 9:32:29 AM; KOSS, STEVE



STS | AECOM



AMERICAN TRANSMISSION COMPANY  
THE ENERGY ACCESS COMPANY

**LEGEND**

- - Found Iron
- - Set 5/8" Iron W.P.S. Cap at S-1704
- - Found Concrete Monument
- - Set Concrete Monument
- R - RECORDED
- M - MEASURED

Drawn: SDK  
Date: 7/28/2008  
Scale: 1" = 300'  
PROJECT NUMBER: 200604966  
SHEET NUMBER: 1 OF 2

847.279.2500  
www.sts.aecom.com  
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REVISIONS



# EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC  
N19 W23993 RIDGEVIEW PKWY. W.  
WAUKESHA, WI 53188

GRANTOR: ROCK LAKE ESTATES ASSOCIATION  
LAKE MILLS, WI 53551  
TAX PARCEL NO. 018-0713-0344-000

## Easment 1:

A variable width easement which crosses a part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 3, T07N-R13E, Town of Lake Mills, Jefferson County, Wisconsin described as:

Commencing at the East 1/4 corner of Section 3; thence S01°35'17"W, 741.47' along the East line of Section 3 to the South right-of-way line of Interstate Highway 94, a point on this easement and the **Point of Beginning 1** being the grantor's Northeast property corner; thence continuing S01°35'17"W, 13.38' along the East line of Section 3 and grantor's East property line; thence N67°18'50"W, 38.11'; thence N61°44'13"W, 189.34' to the South right-of-way line of Interstate Highway 94 and grantor's North property line; thence S65°47'10"E, 221.81' along the South right-of-way line of Interstate Highway 94 and grantor's North property line to the **Point of Beginning** and being more particularly described as shown on sheet 1 containing 0.039 Acres +/- and subject to restrictions, reservations, rights of way, and easements of record.

## Easment 2:

A variable width easement which crosses a part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 3, T07N-R13E, Town of Lake Mills, Jefferson County, Wisconsin described as:

Commencing at the East 1/4 corner of Section 3; thence S01°35'17"W, 741.47' along the East line of Section 3 to the South right-of-way line of Interstate Highway 94 and the grantor's Northeast property corner; thence N65°47'10"W, 539.65' along the South right-of-way line of Interstate Highway 94 and grantor's North property line; thence N36°16'57"W, 52.22' along the South right-of-way line of Interstate Highway 94 and grantor's North property line to a point on this easement and the **Point of Beginning 2**; thence N61°44'13"W, 66.03' to the grantor's West property line; thence N00°50'49"E, 28.50' along the grantor's West property line to the South right-of-way line of Interstate Highway 94 and grantor's North property line; thence S65°35'46"E, 22.84' along the South right-of-way line of Interstate Highway 94 and grantor's North property line; thence S36°16'57"E, 62.43' along the South right-of-way line of Interstate Highway 94 and grantor's North property line to the **Point of Beginning** and being more particularly described as shown on sheet 1 containing 0.027 Acres +/- and subject to restrictions, reservations, rights of way, and easements of record.

NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM NAD 83/81, SOUTH ZONE.

STS | AECOM



AMERICAN TRANSMISSION COMPANY  
THE ENERGY ACCESS COMPANY

LEGEND  
● - Found Iron  
○ - Set 5/8" Iron W.P.S. Cap #: 9-1704  
■ - Found Concrete Monument  
□ - Set Concrete Monument  
R - RECORDED  
M - MEASURED

Drawn:	SDK
Date:	7/28/2006
Scale:	N/A
PROJECT NUMBER	200604966
SHEET NUMBER	2 OF 2

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EXHIBIT "C"

CERTIFICATE OF COMPENSATION

SECTION 32.06 (2a) WISCONSIN STATS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

Pursuant to Section 32.06(2a) notice is hereby given of the acquisition of a certain easement attached hereto and made a part hereof by this reference. The names of all persons or parties having an interest of record in the property affected by such easement immediately prior to the acquisition of the easement are the following:

Landowner: Rock Lake Estates Association

Mortgagees: None

Land Contract Vendors: None

Others: None

Such easement grants unto Grantee, its successors and assigns, licensees and manager the right, permission and authority to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol (an) electric transmission line(s) for the purpose of transmitting electric energy, communications and signals upon, in, over and across the easement strip as described on the instrument to which this exhibit is attached.

The total consideration paid for such easement was \$ \_\_\_\_\_.

NOTICE OF RIGHT OF APPEAL

In accordance with Section 32.06 (2a) Wisconsin Stats., any of the above named persons or parties shall have six (6) months from the date of the recording of this certificate to appeal the amount of compensation herein stated by filing a petition with the Judge of the Circuit Court of Jefferson County, Wisconsin, who shall assign the matter to the Chairperson of the County Condemnation Commissioners for hearing under Sub. (8). Notification of such petition shall be made to all persons or parties having an interest of record in the above property, and the procedures prescribed under Subs. 9 (a) and (b), 10, 12 and Chs. 808 and 809 shall govern such appeals.

This instrument drafted by Russell F. Wiegman on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047.



cause Grantee's facilities to be in violation of any applicable laws and governmental regulations, including without limitation all laws rules and regulations such as O.S.H.A. dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provision of the Wisconsin State Electrical Code and any amendments thereto, or perform any work on said sign other than normal maintenance of said sign within said easement strip. It is understood and agreed, however, that the Landowner has the right to repair the existing sign within its present boundaries within said easement strip, in the event of destruction, damage or deterioration.

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

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 they have had at least five (5) 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: None

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

WITNESS the signature(s) of the Landowner this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Rock Lake Estates Association

By \_\_\_\_\_ (SEAL)  
Signature

By \_\_\_\_\_ (SEAL)  
Signature

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Landowner

#### ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
COUNTY OF JEFFERSON ) ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, \_\_\_\_\_ and \_\_\_\_\_, of the above named Rock Lake Estates Association, known to me to be the persons who executed the foregoing instrument and to me known to be such \_\_\_\_\_ and \_\_\_\_\_ of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of \_\_\_\_\_

My Commission expires (is) \_\_\_\_\_



**ROCK LAKE ESTATES CONDOMINIUMS**  
**Lake Front Pier Fee Acknowledgement**

ACCORDING TO ROCK LAKE ESTATES UNIT OWNERS ASSOCIATION RECORDS, YOUR CHECK FOR \$ \_\_\_\_\_ HAS BEEN ACKNOWLEDGED FOR A ONE TIME LAKE FRONT PIER FEE. THIS FEE, ACCORDING TO ASSOCIATION RULES, IS TRANSFERABLE TO NEW OWNERS OF YOUR UNIT.

FOR FUTURE USE, YOU MAY WISH TO ATTACH THIS ACKNOWLEDGEMENT TO YOUR CONDOMINIUM DOCUMENTS.

NAME \_\_\_\_\_  
UNIT # \_\_\_\_\_

**SAMPLE**

\_\_\_\_\_  
Treasurer

TRANSFERRED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

**LANDSCAPE REQUEST  
ROCK LAKE ESTATES UNIT OWNERS ASSOCIATION**

Name/Unit# \_\_\_\_\_

Date of Request: \_\_\_\_\_

Specify plant material and location to be installed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Diagram request on back of form is desired.

Signature of Unit Owner: \_\_\_\_\_

Approved/Denied: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Completion: \_\_\_\_\_

Cost of Request: \_\_\_\_\_

Rev: October 2020



**MAINTENANCE REQUEST**  
**ROCK LAKE ESTATES UNIT OWNERS ASSOCIATION**

Date: \_\_\_\_\_

Name/Unit #: \_\_\_\_\_

Nature of Request:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location/Area:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work Completed by: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Costs Involved:


**PROXY FOR MEETING OF MEMBERS**  
**ROCK LAKE CONDOMINIUM**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned member of ROCK LAKE ESTATES CONDOMINIUM  
UNIT OWNERS ASSOCIATION does hereby constitute and appoint

\_\_\_\_\_ the true and  
lawful attorney of the undersigned, with full power of substitution of any person  
or persons of his/her choice in his/her place and stead for and in the name, place  
and stead of the undersigned, to appear and act as the proxy of the undersigned  
at the Meeting of members, or any other adjourned meeting thereof, of said  
association, to be held at Lake Mills, Wisconsin, on the ninth day of November,  
1996, at 7:30 PM. and to vote for the undersigned, in the transactions of such  
business as may come before said meeting, or any adjourned meeting thereof, as  
fully as the undersigned might or could do, hereby ratifying and confirming all  
that said attorneys, or their substitutes, shall lawfully do or cause to be done by  
virtue hereof, hereby revoking any proxy or proxies heretofore given by the  
undersigned to vote and act at such meeting.

**IN WITNESS WHEREOF**, the undersigned has executed this proxy on  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

By: \_\_\_\_\_



1230846

Document Number

STATUTORY RESERVE  
ACCOUNT STATEMENT

Document Title

000004

RECEIVED FOR RECORD  
at 9:10 o'clock A M

NOV 30 2007

REGISTER OF DEEDS  
JEFFERSON COUNTY, WI

Rock Lake Estates Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of Condominium for Rock Lake Estates Condominium dated March 25, 1983 in Volume 629 of Records on Page 511, as Document Number 788236 and by a Condominium Plat in 631, page 425 of Condominium plats.

The Rock Lake Estates shall not have a Statutory Reserve account, as described in Wis. State. 703.163 effective October 13, 2007. The determination is made by the Association with the consent of a majority of the Unit votes. It is anticipated that future expenditures for the repair and replacement of the common elements will be funded by special assessments to the unit owners.

Dated this 30<sup>th</sup> day of November, 2007.

Jacquelin Schenck

Jacquelin Schenck

Title: President, Rock Lake Estates Unit Owners Association

Dolores Elliott

Dolores Elliott

Title: Secretary, Rock Lake Estates Unit Owners Association

## ACKNOWLEDGMENT

STATE OF WISCONSIN, )  
 ) ss.  
Jefferson County. )

Personally came before me this 30 day of NOVEMBER, 2007, the above named Jacquelin Schenck, President, and Dolores Elliott, Secretary, of Rock Lake Estates Unit Owners Association, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Georgiana Gates

Georgiana Gates

Notary Public, State of Wisconsin

Commission expiration date:

March 20, 2011

DRAFTED BY JACQUELIN SCHENCK

This information must be completed by submitter: document file, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 69.43(2m). WRDA HS Rev. 1/8/2004

Recording Area

Name and Return Address

Rock Lake Estates Unit Owners Assn  
PO Box 171  
Lake Mills, WI 53551

Parcel Identification Number (PIN)

000005

Statement of Condominium  
Statutory Reserve Account

Document Number

Document Title

The legal description of the property of which the condominium is located is as follows:

A part of the SE. 1/4 of the SE. fractional 1/4 of Section 3, T. 7 N., R. 13 E., Township of Lake Mills, Jefferson County, Wisconsin, described as follows: Beginning at a point which is South 18.10 chains (1194.6 feet) and east 31.50 chains (2079.00 feet) from the center of said Section 3; thence South 13.40 chains (884.40 feet); thence S. 42° 00' E., 8.50 chains (561.00 feet) to Rock Lake; thence easterly along the lake to the east line of said Section 3; thence North along said Section line to the southwesterly right-of-way line of Interstate Highway "94"; thence N. 64° 51' W., 533.00 feet & N. 30° 57' 48" W., 116.62 feet along said southwesterly right-of-way line; thence Southerly approximately 765.00 feet to the point of beginning, excepting therefrom all enclosed right-of-way for C.T.H. "B" which includes 0.38 acres conveyed to Jefferson County for highway purposes by Warranty Deed recorded April 10, 1973 in Vol. 487 Records, page 421, and also 0.083 acres conveyed to Jefferson county for highway purposes recorded January 11, 1929 in Volume 132 Deeds, page 571. Said parcel contains approximately 22 acres.

## Recording Area

## Name and Return Address

Rock Lake Estates Unit Owner Assn  
PO Box 171  
Lake Mills, WI 53551

## Parcel Identification Number (PIN)

07-13-03-44-001  
07-13-03-44-002  
07-13-03-44-003  
07-13-03-44-004  
07-13-03-44-005  
07-13-03-44-006  
07-13-03-44-007  
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07-13-03-44-023  
07-13-03-44-024  
07-13-03-44-025  
07-13-03-44-026

This information must be completed by submitter: document title, return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 69.43(2m). WRDA HB Rev. 1/8/2004