

VILLAGE OF RIDGEWAY

Iowa County, Wisconsin

SPECIAL BOARD OF TRUSTEES MEETING AGENDA

February 11, 2022 at 2:00 PM

Ridgeway Community Center - Room 101/102 208 Jarvis Street, Ridgeway, WI 53582

CALL TO ORDER AND ROLL CALL

CONFIRMATION OF OPEN MEETING

ITEMS FOR CONSIDERATION AND ACTION

1. OLD ADAMS ROAD PARCEL EASEMENT REQUEST

ADJOURNMENT

**ELECTRIC TRANSMISSION LINE EASEMENT
AND ACCESS 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, **Village of Ridgeway, a municipal corporation (hereinafter called the "Grantor")**, in consideration of the sum of twenty five thousand dollars (\$25,000.00) 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, 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) and the perpetual right and easement of ingress to and egress from the transmission line easement upon, in, over and across property owned by Grantor in the **Village of Ridgeway, County of Iowa, State of Wisconsin, described as follows:**

Name and Return Address

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

Parcel Identification Number(s)

177-0204, 177-0206.C

A parcel of land being part of the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 14, Township 6 North, Range 4 East, in the Village of Ridgeway, Iowa County, Wisconsin.

The easement on which the Electric Transmission Facilities are located is referred to as the "transmission line easement." The easement for access to and from the transmission line easement is referred to as the "access easement." The areas encompassing the transmission line easement and the access easement are collectively referred to as the "Perpetual Easement Strips." The legal descriptions and locations of the Perpetual Easement Strips are as shown on the Exhibits B and B-1, attached hereto and incorporated by reference in this easement document.

The perpetual transmission line easement has the following specifications:

TRANSMISSION LINE EASEMENT:

Length: Approximately 194 feet

Width: Variable, not to exceed 27 feet

TRANSMISSION STRUCTURES:

Type: N/A

Number: N/A

Maximum height above existing ground level: N/A feet

TRANSMISSION LINE:

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

Number of circuits: 2

Number of conductors: 9

Number of static wires: 2

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 Strips 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 Strips; and
- 3) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of Grantor located outside of said Perpetual Easement Strips that in Grantee's judgment may interfere with Grantee's full use of the Perpetual Easement Strips 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 Grantor adjacent to said Perpetual Easement Strips for such purpose; and
- 4) Construct any road or access way for the use of the access easement, and Grantor agrees not to obstruct or interfere with Grantee's

use of the access identified herein; and

5) As part of the access easement, use existing field roads and lanes for ingress and egress over and across Grantor's property to the transmission line easement.

If, after initial construction of the Electric Transmission Facilities is complete, Grantor reasonably determines that the access easement needs to be relocated, Grantor may request, in writing, that Grantee relocate the access easement to a mutually agreeable location. The relocated access easement shall provide Grantee reasonable access to and from the transmission line easement. If the access easement is relocated, Grantee and Grantor shall execute a recordable document amending Exhibit B-1, and record the document with the Register of Deeds of Iowa County.

Grantee shall pay a reasonable sum for all damages to property (including, but not limited to existing sewer and water facilities), 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 Strips), caused by the construction, installation, operation, maintenance, repair, replacement, rebuilding, relocation, inspection, patrol or removal of said Electric Transmission Facilities. Prior to any construction, maintenance, or any earth moving activities in the Perpetual Easement Strip or Transmission Line Easement, Grantee shall locate and stake all sewer or water facilities within each area. Grantee shall coordinate with Grantor regarding the location of underground utility facilities and use mitigation measures as necessary to limit the potential for damages.

The Landowner acknowledges that Grantee is a regulated utility that operates pursuant to an Open Access Transmission Tariff (the "Tariff") approved from time to time by the Federal Energy Regulatory Commission. To the extent not precluded by the Tariff, Grantee assumes and agrees to protect, indemnify and save harmless the Landowner, agents, officers, and employees from and against any and all claims, demands, suits, liability, and expense by reason of loss or damage to any property (including, but not limited to, Grantor's existing water and sewer facilities) or bodily injury including death, arising directly or indirectly:

- a. Out of the construction, installation, operation, maintenance, existence, use and repair of the above ground high voltage electrical transmission line;
- b. Out of any defect in the line or failure thereof;
- c. Out of any act or omission of Grantee, its agents or employees while on or about the Perpetual Easement Strip and the property of the Landowner; and

Out of Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement.

Within the Perpetual Easement Strips, and without first securing the prior written consent of Grantee, Grantor agrees that it 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, except that prior written consent shall not be required within the access easement; or
- 7) Change the grade more than one (1) foot, except that prior written consent shall not be required within the access easement.

Grantee acknowledges and understands that there is currently a water and sewer facility located within the Perpetual Easement Strip. The parties hereto do hereby agree to the terms and conditions set forth in Exhibits "A", "B", and "B-1", attached hereto and incorporated by reference herein. The term "utility" in Exhibit "A" shall mean Grantee. The term "landowner" in 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 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.

[signature page follows]

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

Item 1.

Village of Ridgeway

By: _____

By: _____

Name: _____

Name: _____

Title: _____

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 Village of Ridgeway, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) _____

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 Village of Ridgeway, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) _____

This instrument was drafted by Jeff Marx and checked by Stephanie Marthaler on behalf of American Transmission Company LLC,
PO Box 47, Waukesha, WI 53187-0047.

EXHIBIT "A"
[Wis. Stat. Sec. 182.017(7)]

Item 1.

- (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.

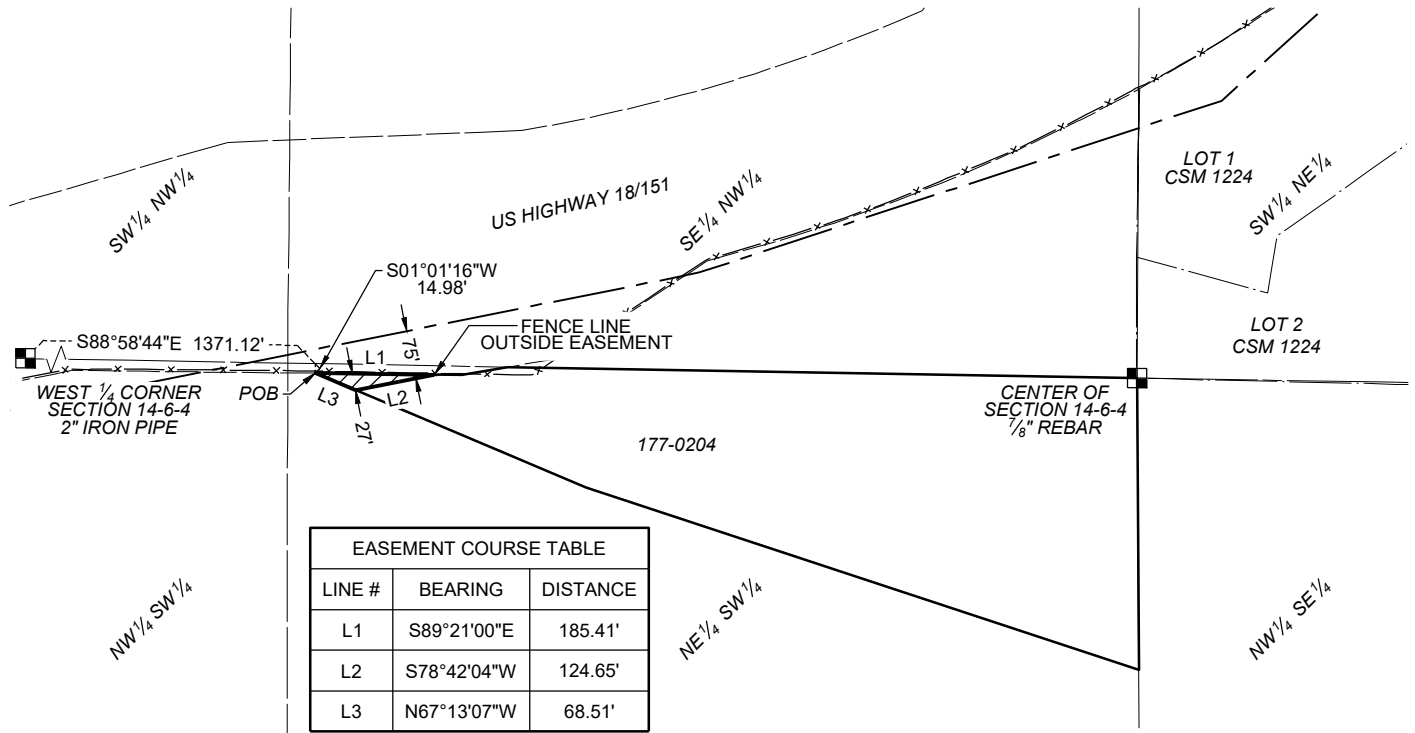
- (d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the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




EASEMENT COURSE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°21'00"E	185.41'
L2	S78°42'04"W	124.65'
L3	N67°13'07"W	68.51'

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

TAX KEY 177-0204 TOTAL AREA = 2,393 SF - 0.05 ACRES



NORTH



SCALE IN FEET

NOTES:
 BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) NAD83(2011). DISTANCES ARE GROUND. 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.



ATC ID: CDL-HKR1240
 PARCEL NO. 177-0204



Drawn: NDT Scale: 1"=300'

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REVISIONS

Date: 02/26/2021

SHEET NUMBER 1 OF 6

EASEMENT DESCRIPTION MAP (EXHIBIT "B")

TAX PARCEL 177-0204 EASEMENT LEGAL DESCRIPTION:

A variable width easement which crosses a part of the grantor's premises, being a part of the Northeast Quarter of the Southwest Quarter of Section 14, Township 6 North, Range 4 East, Village of Ridgeway, Iowa County, Wisconsin described as follows:

Commencing at the West Quarter Corner of Section 14;

Thence South 88°58'44" East, along the East-West Quarter line of said Section 14, a distance of 1371.12 feet;

Thence South 01°01'16" West, 14.98 feet to the South right of way line of US Highway 18/151 and the **Point of Beginning**;

Thence South 89°21'00" East, along said South right of way line, 185.41 feet;

Thence South 78°42'04" West, 124.65 feet to the Southwesterly line of lands described in the Warranty Deed recorded at the Office of the Register of Deeds for Iowa County as Document Number 101048;

Thence North 67°13'07" West, along said Southwesterly line, 68.51 feet to the **Point of Beginning**.

The described easement, as shown on Sheet 1 of 2 hereof, contains 2,393 square feet or 0.05 acres, more or less, and is subject to the restrictions, reservations, rights-of-way and easements of record.



ATC ID: CDL-HKR1240
PARCEL NO. 177-0204



Drawn: NDT

Scale: N/A

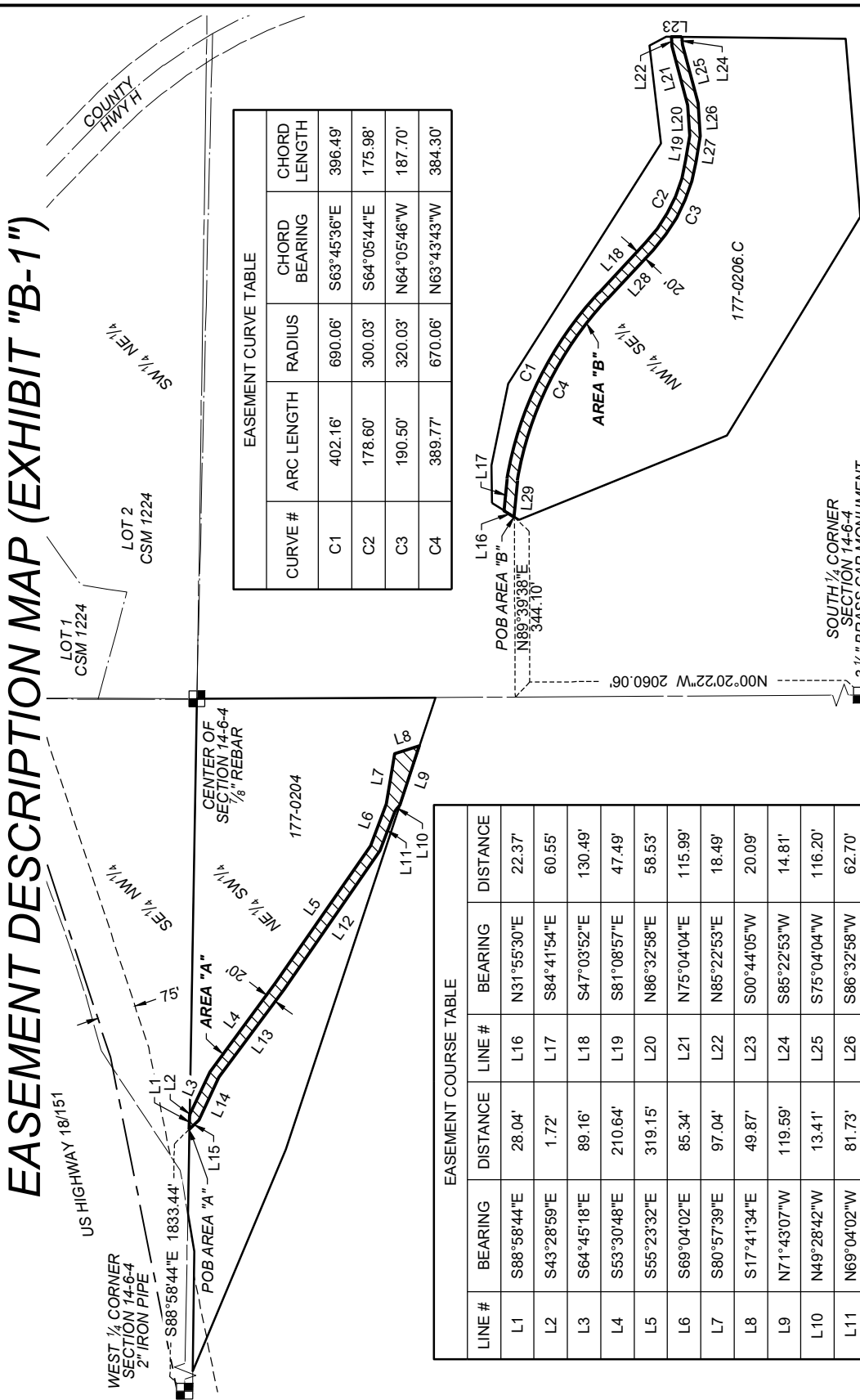
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REVISIONS

Date: 02/26/2021

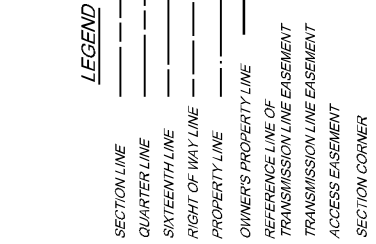
SHEET NUMBER 207

EASEMENT DESCRIPTION MAP (EXHIBIT "B-1")



CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	402.16'	690.06'	S63°45'36"E	396.49'
C2	178.60'	300.03'	S64°05'44"E	175.98'
C3	190.50'	320.03'	N64°05'46"W	187.70'
C4	389.77'	670.06'	N63°43'43"W	384.30'

LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	S88°58'44"E	28.04'	L16	N31°55'30"E	22.37'
L2	S43°28'59"E	1.72'	L17	S84°41'54"E	60.55'
L3	S64°45'18"E	89.16'	L18	S47°03'52"E	130.49'
L4	S53°30'48"E	210.64'	L19	S81°08'57"E	47.49'
L5	S55°23'32"E	319.15'	L20	N86°32'58"E	58.53'
L6	S69°04'02"E	85.34'	L21	N75°04'04"E	115.99'
L7	S80°57'39"E	97.04'	L22	N85°22'53"E	18.49'
L8	S17°41'34"E	49.87'	L23	S00°44'05"W	20.09'
L9	N71°43'07"W	119.59'	L24	S85°22'53"W	14.81'
L10	N49°28'42"W	13.41'	L25	S75°04'04"W	116.20'
L11	N69°04'02"W	81.73'	L26	S86°32'58"W	62.70'
L12	N55°23'32"W	321.88'	L27	N81°08'57"W	49.65'
L13	N53°30'48"W	209.00'	L28	N47°03'52"W	130.49'
L14	N64°45'18"W	90.95'	L29	N84°41'54"W	69.83'
L15	N43°28'59"W	25.13'			



MAP KEY

ATC PERMANENT ACCESS EASEMENT

TAX KEY 177-0204 TOTAL AREA = 18,130 SF - 0.41 ACRES
 TAX KEY 177-0206.C TOTAL AREA = 20,362 SF - 0.47 ACRES
 TOTAL ATC PERMANENT ACCESS EASEMENT AREA = 38,492 SF - 0.88 ACRES

NOTES:
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VILLAGE OF RIDGEWAY, IOWA COUNTY



ATC ID: CDL-HKR1240
 PARCEL NOS.
 177-0204, 177-0206.C



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Date: 02/26/2021

SHEET NUMBER 1 of 8



EASEMENT DESCRIPTION MAP (EXHIBIT "B-1")

TAX PARCEL 177-0204 AREA "A" EASEMENT LEGAL DESCRIPTION:

A variable width permanent access easement which crosses a part of the grantor's premises, being a part of the Northeast Quarter of the Southwest Quarter of Section 14, Township 6 North, Range 4 East, Village of Ridgeway, Iowa County, Wisconsin described as follows:

Commencing at the West Quarter Corner of Section 14;
 Thence South 88°58'44" East, along the East-West Quarter line of said Section 14, a distance of 1833.44 feet to the **Point of Beginning**;
 Thence, continuing along said East-West Quarter line, South 88°58'44" East, 28.04 feet;
 Thence South 43°28'59" East, 1.72 feet;
 Thence South 64°45'18" East, 89.16 feet;
 Thence South 53°30'48" East, 210.64 feet;
 Thence South 55°23'32" East, 319.15 feet;
 Thence South 69°04'02" East, 85.34 feet;
 Thence South 80°57'39" East, 97.04 feet;
 Thence South 17°41'34" East, 49.87 feet to the Southwesterly line of lands described in the Warranty Deed recorded at the Office of the Register of Deeds for Iowa County as Document Number 101048;
 Thence North 71°43'07" West, along said Southwesterly line, 119.59 feet;
 Thence North 49°28'42" West, 13.41 feet;
 Thence North 69°04'02" West, 81.73 feet;
 Thence North 55°23'32" West, 321.88 feet;
 Thence North 53°30'48" West, 209.00 feet;
 Thence North 64°45'18" West, 90.95 feet;
 Thence North 43°28'59" West, 25.13 feet to the **Point of Beginning**.

The described easement, as shown on Sheet 1 of 3 hereof, contains 18,130 square feet or 0.41 acres, more or less, and is subject to the restrictions, reservations, rights-of-way and easements of record.

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EASEMENT DESCRIPTION MAP (EXHIBIT "B-1")

TAX PARCEL 177-0206.C AREA "B" EASEMENT LEGAL DESCRIPTION:

A variable width permanent access easement which crosses a part of the grantor's premises, being a part of the Northwest Quarter of the Southeast Quarter of Section 14, Township 6 North, Range 4 East, Village of Ridgeway, Iowa County, Wisconsin described as follows:

Commencing at the South Quarter Corner of Section 14;
 Thence North 00°20'22" West, along the North-South Quarter line of said Section 14, a distance of 2060.06 feet;
 Thence North 89°39'38" East, 344.10 feet to the Northwesterly line of lands described in the Warranty Deed recorded at the Office of the Register of Deeds for Iowa County as Document Number 127917 and the **Point of Beginning**;
 Thence North 31°55'30" East, along said Northwesterly line, 22.37 feet;
 Thence South 84°41'54" East, 60.55 feet;
 Thence along the arc of a curve 402.16 feet to the right, said curve having a radius of 690.06 feet, and a chord which bears South 63°45'36" East for 396.49 feet;
 Thence South 47°03'52" East, 130.49 feet;
 Thence along the arc of a curve 178.60 feet to the left, said curve having a radius of 300.03 feet, and a chord which bears South 64°05'44" East for 175.98 feet;
 Thence South 81°08'57" East, 47.49 feet;
 Thence North 86°32'58" East, 58.53 feet;
 Thence North 75°04'04" East, 115.99 feet;
 Thence North 85°22'53" East, 18.49 feet to the East line of said described lands;
 Thence South 00°44'05" West, along said East line, 20.09 feet;
 Thence South 85°22'53" West, 14.81 feet;
 Thence South 75°04'04" West, 116.20 feet;
 Thence South 86°32'58" West, 62.70 feet;
 Thence North 81°08'57" West, 49.65 feet;
 Thence along the arc of a curve 190.50 feet to the right, said curve having a radius of 320.03 feet, and a chord which bears North 64°05'46" West for 187.70 feet;
 Thence North 47°03'52" West, 130.49 feet;
 Thence along the arc of a curve 389.77 feet to the left, said curve having a radius of 670.06 feet, and a chord which bears North 63°43'43" West for 384.30 feet;
 Thence North 84°41'54" West, 69.83 feet to the **Point of Beginning**.

The described easement, as shown on Sheet 1 of 3 hereof, contains 20,362 square feet or 0.47 acres, more or less, and is subject to the restrictions, reservations, rights-of-way and easements of record.

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