



## **AGENDA FOR PLANNING COMMISSION**

### **MEETING NOTICE**

A Planning Commission meeting will be held on **Tuesday, January 06, 2026 at 5:30 PM** in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

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### **Join Zoom Meeting**

<https://us06web.zoom.us/j/2708608080?pwd=ZTZ0cmhLVFEFEb1dzVDNwdi91UHFYQT09>

Meeting ID: 270 860 8080

Passcode: 206751

One tap mobile +13126266799,,2708608080#,,,,\*206751# US (Chicago)

### **ROLL CALL**

### **APPROVAL OF MEETING MINUTES**

- [1.](#) Approval of Dec. 4, 2025

### **CERTIFIED SURVEY MAP**

- [2.](#) Approval of Certified Survey Map for Tomah Health
3. Monthly Reports
- [4.](#) Site Plan Review 500 n Superior

### **FUTURE AGENDA ITEMS**

### **FUTURE MEETING DATE:**

### **ADJOURNMENT**

**NOTICE:** It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Nicole Jacobs, City Clerk, at 819 Superior Avenue, Tomah, WI 54660.



## PLANNING COMMISSION MINUTES

A Planning Commission - meeting was held on **Thursday, December 04, 2025 at 5:30 PM** in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

### Call to Order

- Mayor Paul Dwyer Called the meeting to order at 532pm

### Pledge of Allegiance

### ROLL CALL

1. Mayor Paul Dwyer:	Present	5. Citizen Tina Thompson:	Present
2. Alderperson Koel:	not Present	6. Citizen Brian Rice:	Present
3. Alderperson Glynn:	Present	7. Citizen Bryan Meyer:	Present
4. Citizen Eric Prise:	Present		

### APPROVAL OF MEETING MINUTES

#### 1. **6 November 2025 Plan Commission**

Eric Prise motion to approve the minutes. Bryan Meyer seconded

- Unanimous Approval: 6-0

### DISCUSSION ITEMS

#### 2. **Site Plan approval - 1116 E Monowau St.**

Discussion regarding additional parking and design of site plan

Motion by Thompson, second by Glenn to approve

- Unanimous Approval: 6-0

#### 3. **Monthly Zoning Dept. Reports**

Eric Prise motion to approve the minutes. Bryan Meyer seconded

- Unanimous Approval: 4-0 Thompson & Rice abstained

### PUBLIC HEARING

Motion by Prise, second by Rice to open the public hearing

- Unanimous Approval: 6-0

#### 4. **Conditional Use Permit for Wisconsin Power & Light, 9' Security Fence**

## **Planning Commission – December 4, 2025**

One member of the public appeared, no position just a question. CUP was requested for a 9' security fence not on the property line.

Motion by Prise, second by Meyer to close the public hearing

- Unanimous Approval: 6-0

### **5. Approval of CUP for Wisconsin Power and Light**

Motion by Prise, second by Glenn to Approve CUP at 902 N Superior Ave with staff recommended conditions

- Unanimous Approval: 6-0

### **6. Zoning Ordinance Amendments**

Motion by Prise, second by Rice to open the public hearing

- Unanimous Approval: 6-0

Discussion regarding ordinance amendments including: parking, application fees, fire inspection, zero lot line, Placard, violations enforcement, complaints, weekends and later evenings, County permit and other.

Motion by Prise, second by Meyer to close the public hearing

- Unanimous approval 6-0, The public hearing was closed at 6:04 pm

### **7. Recommend Ordinance Amendments to City Council**

Motion by Prise to approve the ordinance amendments, seconded by Glenn, Then Prise amended the motion to read: Recommend Ordinance Amendments to City Council, Glenn agreed

- Unanimous Approval: 6-0

## **FUTURE AGENDA ITEMS**

**FUTURE MEETING DATE:** 6 January 2026 due to the 1<sup>st</sup> being a holiday, Thompson will be excused

## **ADJOURNMENT**

- Meyer made a motion to adjourn, Thompson second
- Unanimous Vote: 6-0
- Meeting adjourned at 6:04 pm

**NOTICE:** It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Becki Weyer, City Clerk, at 819 Superior Avenue, Tomah, WI 54660.

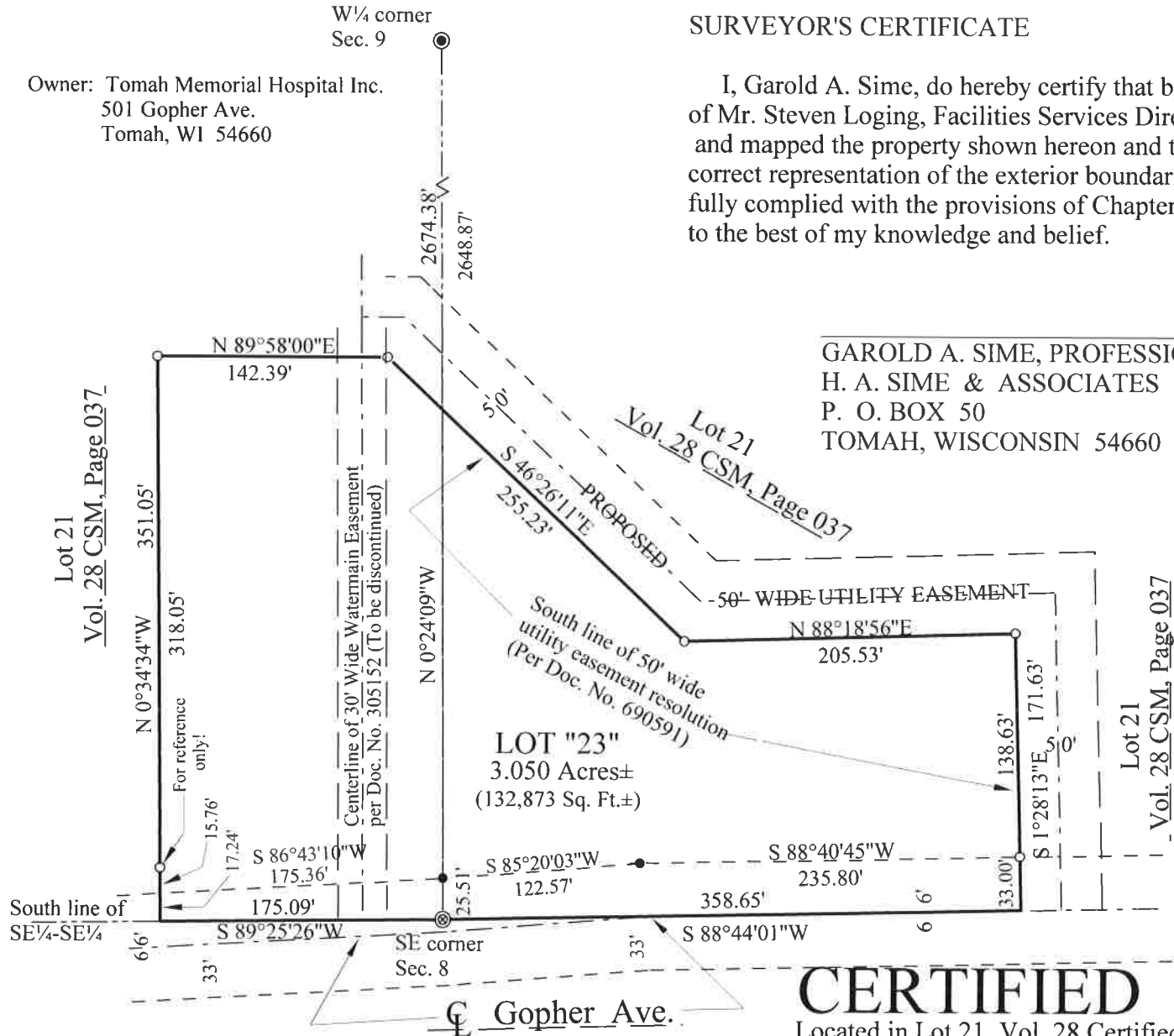
Owner: Tomah Memorial Hospital Inc.  
501 Gopher Ave.  
Tomah, WI 54660

W¼ corner  
Sec. 9

SURVEYOR'S CERTIFICATE

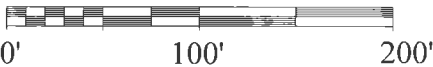
I, Garold A. Sime, do hereby certify that by the order and under the direction of Mr. Steven Loring, Facilities Services Director, Tomah Health , I have surveyed and mapped the property shown hereon and that the within map is a true and correct representation of the exterior boundaries of the land surveyed and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes to the best of my knowledge and belief.

GAROLD A. SIME, PROFESSIONAL LAND SURVEYOR S-1261  
H. A. SIME & ASSOCIATES  
P. O. BOX 50  
TOMAH, WISCONSIN 54660



The east line of the SE¼  
Sec. 8 is ASSUMED to  
bear N0°24'09"W.  
(Monroe County Grid)

SCALE: 1" = 100'



- = Set 3/4"x18" Rd. Iron Bar weighing 1.50 lbs./lin.ft.
- ⊙ = Found 1¼" Iron Bar
- = Found 3/4" Iron Bar
- ⊗ = Found Mag Nail

CERTIFIED SURVEY MAP

Located in Lot 21, Vol. 28 Certified Survey Maps, Page 037  
Document Number 671434, being part of the SE¼-SE¼, Section 8 and  
SW¼-SW¼, Section 9, T17N-R1W, City of Tomah, Monroe County, WI



DESCRIPTION

A parcel of land located in Lot 21, Vol. 28 Certified Survey Maps, Page 037, Document Number 671434, being part of the SE¼-SE¼, Section 8 and SW¼-SW¼, Section 9, T17N-R1W, City of Tomah, Monroe County, Wisconsin described as Follows: Beginning at the SE corner of said Section 8; thence S89°25'26"W along the South line of said SE¼-SE¼, a distance of 175.09 feet; thence N0°34'34"W, a distance of 351.05 feet; thence N89°58'00"E, a distance of 142.39 feet; thence S46°26'11"E, a distance of 255.23 feet; thence N88°18'56"E, a distance of 205.53 feet; thence S1°28'13"E, a distance of 171.63 feet to the south line of said SW¼-SW¼; thence S88°44'01"W, a distance of 358.65 feet to the Point of Beginning. Subject to all easements And right-of-ways of record.

APPROVAL OF THE CITY OF TOMAH PLANNING COMMISSION

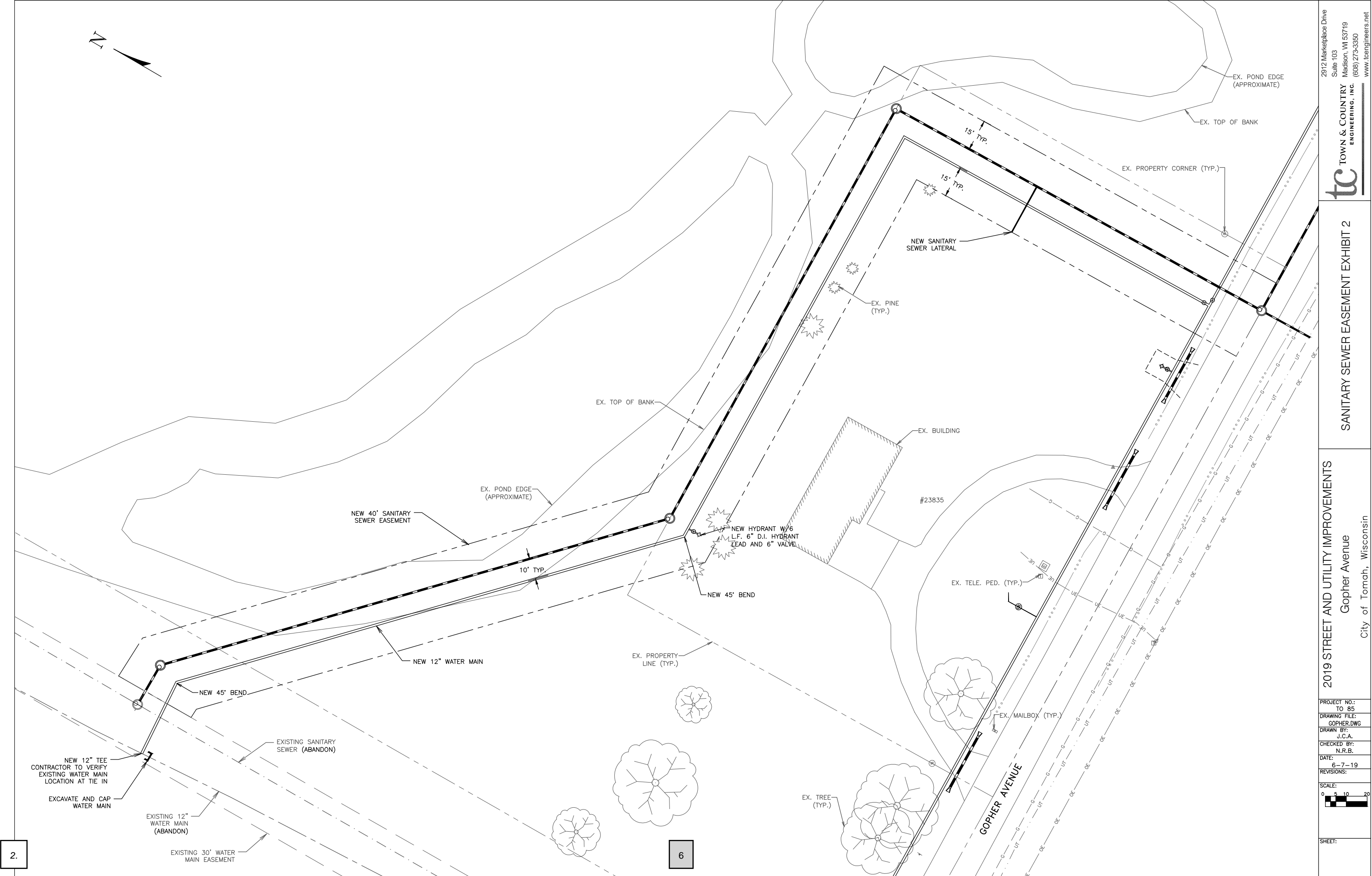
This Certified Survey Map is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN

CERTIFIED SURVEY MAP

Located in Lot 21, Vol. 28 Certified Survey Maps, Page 037  
Document Number 671434, being part of the SE¼-SE¼, Section 8 and  
SW¼-SW¼, Section 9, T17N-R1W, City of Tomah, Monroe County, WI

Sheet 2 of 2                      File No. 5434D



2912 Marketplace Drive  
Suite 103  
Madison, WI 53719  
(608) 273-3350  
www.tcengineers.net

**tc**  
TOWN & COUNTRY  
ENGINEERING, INC.

SANITARY SEWER EASEMENT EXHIBIT 2

2019 STREET AND UTILITY IMPROVEMENTS  
Gopher Avenue  
City of Tomah, Wisconsin

PROJECT NO.:  
TO 85  
DRAWING FILE:  
GOPHER.DWG  
DRAWN BY:  
J.C.A.  
CHECKED BY:  
N.R.B.  
DATE:  
6-7-19  
REVISIONS:  
SCALE:  
0 5 10 20  
SHEET:

## STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:** Approval of Certified Survey Map , Gopher Ave

**Summary and Background Information:**

This CSM has been reviewed by Zoning staff per the City's subdivision ordinance. We expect review by County Surveyor.

**Recommendation From:** Zoning Administrator

**Minutes Attached:**

Yes ☐ No ☒

**Budget Account:** Not applicable.

**Fiscal Impact:** Not applicable.

**Staff Responsible for implementation:** Zoning staff, County Surveyor.

**Economic Impact:** Not applicable.

**Zoning/Rezoning Issues:** None

**Supports Organizational Goals:**

Yes ☒ No ☐

**Questions from Administrator:**

**Grants Pursued/Opportunity Pursued:** Not applicable.

**Recommendation:** A motion to approve this item should read, "Approve of The Certified Survey Map on Gopher Ave, City of Tomah"

\_\_\_\_\_  
**Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Charles Handy**

\_\_\_\_\_  
**12-23-2025**

**Department Director**

**Date**

**Committee:**

**Planning Commission**

**Meeting Date(s):**

**6 Jan., 2026**

## STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:** Approval of site plan for 500 N Superior Avenue

**Summary and Background Information:** Staff has reviewed the submitted site plan and found that it complies with all standards in the ordinances

**Recommendation From:** Zoning Administrator

**Minutes Attached:** Yes ☐ No ☒

**Budget Account:** Not applicable.

**Fiscal Impact:** Not applicable.

**Staff Responsible for implementation:** Zoning staff.

**Economic Impact:** Not Applicable

**Zoning/Rezoning Issues:** This approval for a conversion of paved area to sod and for the installation of new concrete to replace existing asphalt pavement has been reviewed and is found to comply with all necessary standards in the zoning ordinance

**Supports Organizational Goals:**

Yes ☒ No ☐

**Questions from Administrator:**

**Grants Pursued/Opportunity Pursued:** Not applicable.

**Recommendation:** approve

\_\_\_\_\_  
**City Administrator**

\_\_\_\_\_  
**Date**

**Charles Handy**  
**Department Director**

**12-30-25**  
**Date**

**Committee:** Planning Commission  
**Meeting Date(s):** 6 January 2026



City of Tomah Building & Zoning  
819 Superior Ave  
Tomah, WI 54660

## SITE PLAN REVIEW APPLICATION

(This review does not include utilities and storm water)

**The following checklist is required and will ensure the timely processing of your site plan review request:**

### Site Plan Review Checklist:

- Include all items applicable and requested on the checklist

*If incomplete, no further processing of the application will occur until the deficiencies are corrected. All development must meet the requirements of the City of Tomah and any other applicable local, state, or federal ordinances.*

### Description of Proposed Development:

SURFACE CHANGES TO NORTH AND EAST PROPERTY WITHIN SURVEYED LOT LINES PER SURVEY. EXCLUDES 20' EASEMENT PARALLEL TO SUPERIOR AVE.

If you have any questions, please contact the Zoning Department at 608-374-7429.

<b>Property Address:</b> 500 N SUPERIOR AVENUE	<b>Parcel Number:</b> 286-00093-0000
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<b>Applicant:</b> JANELLE NICHOLS.	<b>Mailing Address:</b> 11908 FEDORA ROAD	<b>City, State, Zip:</b> SPARTA, WI 54656
<b>Phone Number:</b> 608-633-0433	<b>Email:</b> jsnichols74@YAHOO	<b>Primary Contact</b> JANELLE

<b>Business Owner/Contact:</b> JAY NICHOLS.	<b>Mailing Address:</b> 500 N. SUPERIOR AVE	<b>City, State, Zip:</b> TOMAH, WI 54660
<b>Phone Number:</b> 608-343-0816	<b>Email:</b> JAY@VINEVEST.COM	<b>Primary Contact</b> JAY.

<b>Property Owner:</b> NICHOLS FAMILY REVOCABLE TRUST	<b>Mailing Address:</b> 11908 FEDORA ROAD	<b>City, State, Zip:</b> SPARTA, WI 54656
<b>Phone Number:</b> 608-633-0433	<b>Email:</b> jsnichols74@YAHOO	<b>Primary Contact</b> JANELLE

The undersigned hereby makes application at the location stated herein. The undersigned agrees that all work shall be done in accordance with the requirements of the City of Tomah Zoning Ordinance and with all other applicable City Ordinances and the laws and regulations of the State of Wisconsin.

<b>Signature of Applicant:</b> 	<b>Date:</b> 12-30-2025
<b>Signature of Property Owner:</b> 	<b>Date:</b> 12-30-2025

<b>OFFICE USE ONLY:</b>	<b>Date Received:</b>	<b>Application Received by:</b>
<b>Zoning District:</b>		

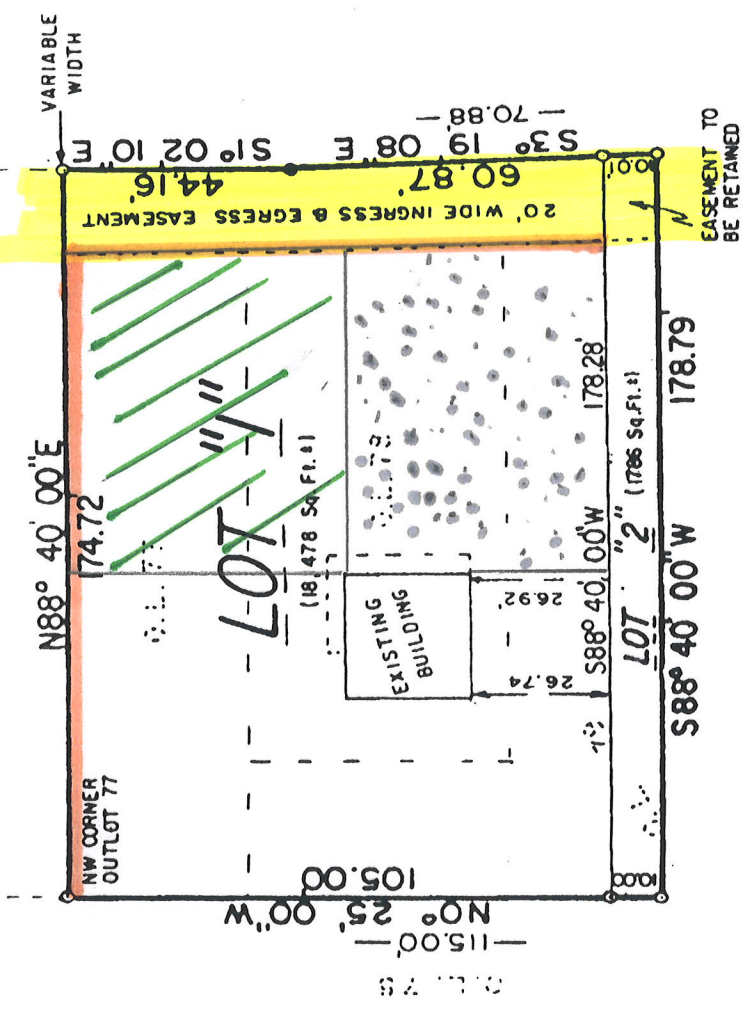
APPLICANT: Site Plan Review Data Checklist		Submitted	N/A
<b>Cover/Title Page:</b>			
Name and address of applicant and property owner		✓	
Address and common description of property and complete legal description		✓	
Dimensions of land and total acreage		✓	
Description of proposed project or use, type of building or structures, and name of proposed development, if applicable		✓	
Name and address of firm or individual who prepared the site plan			✓
<b>Site and Zoning Data:</b>			
Show North arrow, scaled drawing, Bench Mark location and elevation to NGS (if required)		✓	
Existing lot lines, building lines, structures, parking areas, and other improvements on the site and within 100 feet of the site		✓	
Proposed lot lines, lot dimensions, property lines setback dimensions, structures, and other improvements to the site		✓	
Label all building front, rear, and side yard setbacks of new development to adjacent property lines			✓
All existing and proposed easements		✓	
Lot coverage, lot dimensions, frontage, area in conformance		✓	
Finished graded surface ( <i>shall be dust free</i> )		✓	
<b>Natural Features:</b>			
Wetlands	Floodplain		
<b>Access and Circulation:</b>			
Dimensions, curve radii, and centerlines of existing and proposed access points, roads, and road rights-of-way or access easements		✓	
Location of proposed roads, driveways (ingress/egress), sidewalks, handicap ramp widths, and interior parking islands		✓	
Calculations for required number of parking and loading spaces, location, and layout (ADA compliant)			✓
Dimensions of parking spaces, islands, circulation aisles, and loading zones			✓
Identify existing and proposed street improvements including streets, alleys, curbs, sidewalks, and trails			✓
<b>Building, Structure, and Miscellaneous Site Information:</b>			
Location, height, and outside dimensions of all buildings and structures			✓
Utilizing a crane during build process <input type="checkbox"/> YES <input type="checkbox"/> NO			✓
Building floor plans and total floor area			✓
Details on accessory structures and any screening			✓
Location of exterior lighting (site and building lighting)			✓
Lighting details: Sec. 52-208(3) Exposed sources of light shall be shielded so as not to be visible outside their premises.			✓
Screens and buffers: Sec. 52-207: Required buffer strips in industrial districts and property zoned business (North of Jefferson, East of Grain Ave, South of View St, West of Hugh Dickie Dr, and other similar areas) abuts a residential district.			✓
Location of trash receptacle(s) and transformer pad(s) and method of screening			✓
Location of outdoor storage materials/equipment			✓



- 1) CUT AND REMOVE EXISTING BLACKTOP TO NORTH AND EAST LOT LINE - EXCLUDING EASEMENT 20'0"
- 2) PREP AND POOR CONCRETE (5") SOUTH EAST PORTION OF PROPERTY.
- 3) PREP AND SEED WITH GRASS NORTH EAST PORTION OF PROPERTY.

GRASS AREA  
APPROX - 59' x 76'

CONCRETE AREA  
APPROX - 56' x 76'



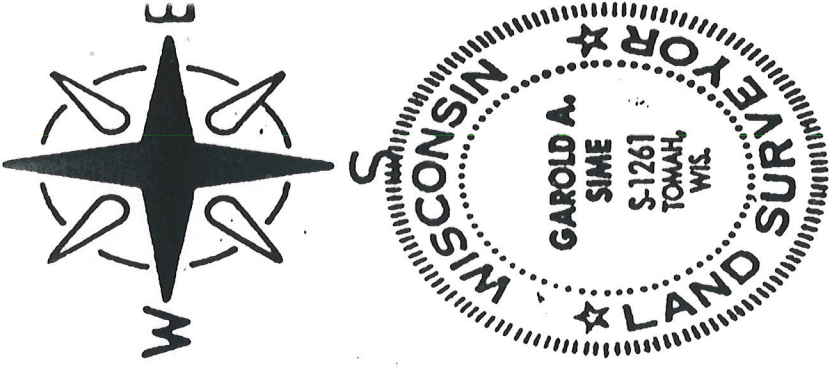
### SURVEYOR'S CERTIFICATE

I, Garold A. Sime, being a duly qualified Surveyor do hereby certify that by the order of Rudd, I have surveyed and mapped the property described hereon and that the within map is a true and correct copy of the original survey and that I have fully complied with the provisions of the Statutes to the best of my knowledge and belief.

DESCRIPTION - Those lands as described in Vol. 145 Rec., Page 723 and in Vol. 81 Rec., Page 798 excepting therefrom lands described in Vol. 108 Rec., Page 420 together with adjoining the above described lands, the total of which is described as follows:

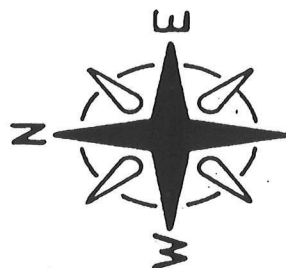
A parcel of land located in Outlots 77, 78 and 79 of the Assessor's Plat, City of Tomah, Wisconsin, Beginning at the Northwest corner of Outlot 77; thence N88°40'00"E, a distance of 174.72 feet to a point 30 feet south of the south line of said Outlot 78; thence S1°02'10"E, along said west line, a distance of 44.16 feet; thence S19°08'E, a distance of 70.88 feet to a point 30 feet south of the south line of said Outlot 78; thence S88°40'00"E, a distance of 178.79 feet to the east line of Outlot 75 of said Assessor's Plat; thence S19°08'E, a distance of 70.88 feet to the Point of Beginning. Subject an easement over and across the east 20 feet of the parcel and right-of-ways of record.

CERTIFICATE



440886

Vol. 10 CSM 63



SCALE: 1" = 50'

•=EXISTING 3/4" RD. IRON BAR  
 •=SET 3/4" x 24" RD. IRON BAR  
 WEIGHING 1.50 LBS./LIN. FT.

May 3rd, 1995 (Revised 5-24-95)

Bearings are referenced to the west  
 line of U.S.H. "12" as shown on  
 Vol. 2 C.S.M., Page 295 which is  
 ASSUMED to bear N0°29'W

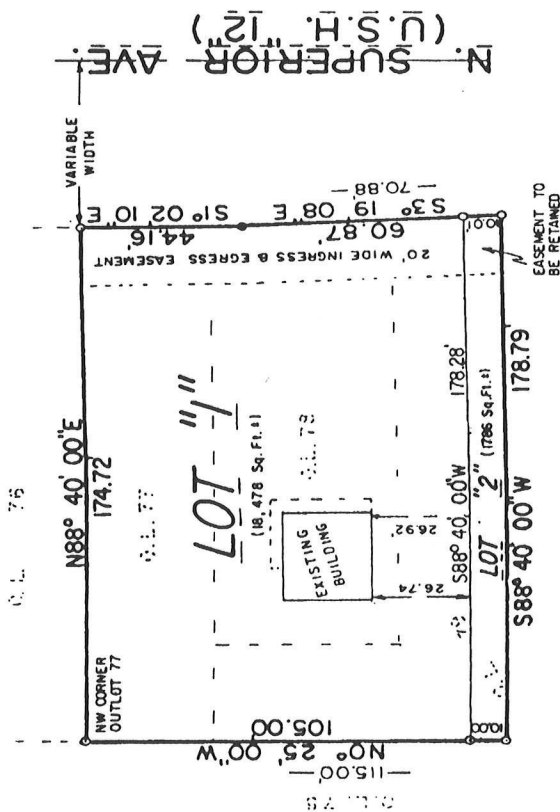
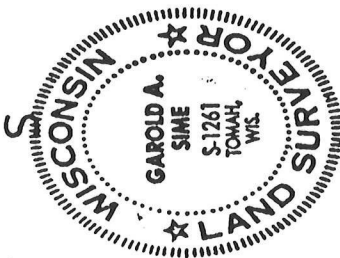
## REGISTER'S OFFICE

County of Monroe, Wis.

Received for record this 22

day of June A.D. 1995

at 930 o'clock A.M.

by *Robert J. Sime* Registrar

## SURVEYOR'S CERTIFICATE

I, Garold A. Sime, being a duly qualified Surveyor do hereby certify that by the order and under the direction of Mr. Kelly Rudd, I have surveyed and mapped the property described hereon and that the within map is a true and correct representation of the exterior boundaries of the land surveyed and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes to the best of my knowledge and belief.

*Garold A. Sime*

GAROLD A. SIME, REGISTERED LAND SURVEYOR S-1261  
 H. A. SIME & ASSOCIATES, TOMAH, WISCONSIN 54660  
 Page 420 together with a 10 feet wide parcel of

A parcel of land located in Outlots 77, 78 and 79 of the Assessor's Plat, City of Tomah, Monroe County, Wisconsin described as follows:

follows: Beginning at the Northwest corner of Outlot 77; thence N88°40'00"E, a distance of 174.72 feet to the west line of U.S.H. "12" as now located; thence S1°02'10"E, along said west line, a distance of 44.16 feet; thence S3°19'08"E, along said west line, a distance of 70.88 feet to a point 30 feet south of the south line of said Outlot 78; thence S88°40'00"W parallel with said south line a distance of 178.79 feet to the east line of Outlot 75 of said Assessor's Plat; thence N0°25'00"W, a distance of 115.00 feet to the Point of Beginning. Subject an easement over and across the east 20 feet of the parcel described and subject to all other easements and right-of-ways of record.

PLANNING COMMISSION APPROVAL- This map is hereby approved by the City  
 of Tomah Planning Commission this 8th day of June, 1995.

Chairman:

*Frances M. Pollard*

4347

## CERTIFIED SURVEY MAP

Located in O.L.'s 77, 78 & 79, Assessor's Plat, City  
 of Tomah, Monroe County, WI

INDEXED



403212

State of Wisconsin  
Department of Natural Resources  
Box 7921  
Madison, Wisconsin 53707

Utility  
**LINE EASEMENT**  
Section 23.09(10), Wis. Stats.  
Form 2200-15 Rev. 4-88

This space reserved for recording data:

RECORDS

VOL 114 PAGE 190

This easement, made this 11th day of April1990, by and between the State of Wisconsin Department of NaturalResources, Grantor, and Wisconsin Power and Light Company

, Grantee.

Whereas, the Grantee desires to construct a utilityline Twenty (20) feet wide over the following described lands of the Grantorin Monroe County, Wisconsin:

A 20 foot wide strip of land lying westerly of and adjacent to that part of the westerly right of way margin of U. S. Highway 12 (also known as North Superior Avenue) as shown on sheet number 5.12 of State Highway Project Number 7189-02-71 & 73 as lies within Outlot Seventy-nine (79) of Assessor's Plat of the City of Tomah, Wisconsin, and being through part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Town 18 North, Range 1 West, as described and recorded on May 17, 1937 in Volume 154 of Deeds on Page 326 as Document Number 197694 in the office of the Register of Deeds for Monroe County, Wisconsin Except, for the north twenty (20) feet of said outlot 79.

NOW, THEREFORE, for and in consideration of the sum of Three Thousand Nine Hundred Dollars

(\$3,900.00), the Grantor hereby conveys to the Grantee, its successor and assigns, an easement to construct, maintain, inspect, operate, repair, remove and replace in, on, under and across the above described premises, a

utility line(s), including all necessary poles, wires, guys, anchors, fixtures and appliances over, under, across and upon the above described premises.

The subject utility line easement is more particularly set forth on Exhibit "A" which is attached hereto and made a part hereof.

It is understood that:

1. All stumps, slash and other debris resulting from the clearing of the right-of-way shall be disposed of by the Grantee in a manner acceptable to the Grantor.
2. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Grantor.
3. The Grantee may cut, trim and remove any brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said line(s) or the operation thereof. Any such undertakings occurring after the initial installation shall be done with the prior written approval and under the supervision of the Grantor.
4. The title to the eased premises shall automatically revert to and revert in the Grantor without reentry upon the abandonment of the use of the same for utility line purposes or upon non-use of the same for a period of two years.
5. The Grantee shall hold the Grantor, its employees and agents harmless in the event the Grantor, its employees or agents cause any damage to said utility line(s).

400237

RECORDS

VOL 108 PAGE 416

EASEMENT

THIS INDENTURE, Made this 11 day of September, 1989,  
by and between KELLY RUDD, party of the first part hereinafter  
referred to as Grantor and the STATE OF WISCONSIN, DEPARTMENT OF  
NATURAL RESOURCES and CSB PROPERTIES, INC., parties of the second  
part, hereinafter referred to as Grantee,

## WITNESSETH:

WHEREAS, Grantor is the owner in fee of a certain parcel of land  
hereinafter described, and

WHEREAS, Grantee is desirous of obtaining an easement of ingress  
and egress over and across said property.

NOW, THEREFORE, Grantor in consideration of \$1.00, and other  
good and valuable considerations paid by Grantee, the receipt of  
which is hereby acknowledged, hereby grants and conveys to Grantee,  
their successors and assigns, full and free right, authority and  
access of ingress and egress over the following described property:

A parcel of land located in Outlot Seventy-eight  
(78), Assessor's Plat, City of Tomah, described  
as follows: Commencing at the intersection of the  
south line of said Outlot Seventy-eight (78) with  
the west line of U.S. Highway "12"; thence S88°40'W  
along the south line of said Outlot Seventy-eight  
(78), a distance of 20.79 feet, being the point of  
beginning; thence continuing S88°40'W along said  
south line a distance of twenty (20) feet; thence  
north 3°19'08"W to the north line of Outlot Seventy-  
eight (78); thence east along the north line of said  
outlot twenty (20) feet; thence S3°19'08"E, to the  
point of beginning.

It is further agreed that this easement is perpetual and shall  
run with the land.

IN WITNESS WHEREOF, the Grantor has set his hand and seal the  
day and year first above written.

REGISTER'S OFFICE  
County of Monroe, Wis.  
Received for record this 25  
day of Oct A.D. 19 89  
at 8:30 o'clock A. M.  
Christy J. Dutton Registers  
6099 Nubarak

Kelly Rudd (SEAL)  
Kelly Rudd, Grantor

INDEXED

112 PAGE 734

The undersigned, CSB Properties Inc., a Wisconsin corporation

[illegible]

A 40 foot wide strip of land lying West of and adjacent to that part of the west right-of-way margin of U.S. Highway 12 (also known as North Superior Avenue) as shown on Sheet Numbers 5.12 and 5.13 of State Highway Project Number 7189-02-71 as is located within that part of Outlot Fifty (50) of Assessor's Subdivision to the city of Tomah lying South and East of the Lemonweir River centerline, Outlots seventy-five (75), seventy-six (76) and seventy-seven (77) of Assessor's Plat to the city of Tomah and being located through part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Town 18 North, Range 1 West, city of Tomah, as recorded on February 26, 1987 in Volume 76 of Records on Page 807 as Document Number 384728 in the office of the Register of Deeds for Monroe County, Wisconsin.

Without limiting the foregoing easement grant, the Grantee, its successors, assigns, licensees, lessees, tenants and subsidiaries shall have the right (a) to erect, install, operate, repair, replace, inspect and remove such structures, wires and other devices appurtenant thereto, as may be reasonable and necessary for the transmission of electrical current and/or the transmission of communications and other data, including but not limited to structures, crossarms, transformers, splice boxes, conduits and such other appliances, accessories, footings and supporting devices as Grantee deems necessary for the purposes of transmitting electricity and/or communications; (b) to permit the attachment to any such structures of additional electric or telephone wires owned by Grantee or others; (c) to enter upon the premises described above for the purposes of exercising the rights conferred by this easement; (d) to make such additions and changes to any foregoing structures and appurtenances as will permit the Grantee to utilize the benefits of technological developments in the fields of transmitting electricity and/or communications; and (e) to apportion and/or assign to third parties all or any portion of the easement rights granted herein. Grantee shall have the exclusive right to operate, maintain, repair, replace and/or sell, lease, assign or apportion any communication capacity or capabilities resulting from this grant to third parties.

The Grantor(s) agree that no hay or grain stacks, buildings, mobile homes, trees, tanks, antennas, windmills or other structures shall be placed within above described easement strip; and that the Grantee has the right to trim or remove such trees as may be located within above distances from the reference line, and other trees which, in the judgment of the Grantee, may interfere with or endanger said electric and/or communications line, and to chemically treat from time to time the area within the boundaries, without additional compensation. The Grantor(s) further agree that the elevation of the existing ground surface located within said easement strip will not in any way be altered more than one (1) foot without the prior written consent of the Grantee. Said Grantee, its successors, subsidiaries, lessees, tenants or assigns, however, expressly agree that they will pay a reasonable sum for damages to other property, including crops, that may be caused by their employees in building and repairing said structures, wires and appurtenances.

The Grantee shall not have the right to erect any fence or building on such land other than said line structures and wires, and the right is hereby expressly reserved to said Grantor(s), their heirs or assigns, of every use and enjoyment of said land not inconsistent with the maintenance, operation and removal of such structures and wires, and the trimming and removal of such trees as aforesaid.

403212

State of Wisconsin  
Department of Natural Resources  
Box 7921  
Madison, Wisconsin 53707

UTILITY  
**LINE EASEMENT**  
Section 23.09(10), Wis. Stats.  
Form 2200-15 Rev. 4-88

This space reserved for recording data:

RECORDS

VOL 114 PAGE 190

## REGISTER'S OFFICE

County of Monroe, Wis.

Received for record this 2  
day of May A.D., 19 90  
at 8:30 o'clock 4 M.

Wesley Dutton Registers

8<sup>th</sup> St Wisc Power & Light  
Return to: Madison

This easement, made this 11th day of April

1990, by and between the State of Wisconsin Department of Natural

Resources, Grantor, and Wisconsin Power and Light Company

Grantee.

Whereas, the Grantee desires to construct a utility

line Twenty (20) feet wide over the following described lands of the Grantor

in Monroe County, Wisconsin:

A 20 foot wide strip of land lying westerly of and adjacent to that part of the westerly right of way margin of U. S. Highway 12 (also known as North Superior Avenue) as shown on sheet number 5.12 of State Highway Project Number 7189-02-71 & 73 as lies within Outlot Seventy-nine (79) of Assessor's Plat of the City of Tomah, Wisconsin, and being through part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Town 18 North, Range 1 West, as described and recorded on May 17, 1937 in Volume 154 of Deeds on Page 326 as Document Number 197694 in the office of the Register of Deeds for Monroe County, Wisconsin Except, for the north twenty (20) feet of said outlot 79.

NOW, THEREFORE, for and in consideration of the sum of Three Thousand Nine Hundred Dollars

(\$3,900.00), the Grantor hereby conveys to the Grantee, its successor and assigns, an easement to construct, maintain, inspect, operate, repair, remove and replace in, on, under and across the above described premises, a

utility line(s), including all necessary poles, wires, guys, anchors, fixtures and appliances over, under, across and upon the above described premises.

The subject utility line easement is more particularly set forth on Exhibit "A" which is attached hereto and made a part hereof.

It is understood that:

1. All stumps, slash and other debris resulting from the clearing of the right-of-way shall be disposed of by the Grantee in a manner acceptable to the Grantor.
2. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Grantor.
3. The Grantee may cut, trim and remove any brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said line(s) or the operation thereof. Any such undertakings occurring after the initial installation shall be done with the prior written approval and under the supervision of the Grantor.
4. The title to the eased premises shall automatically revert to and revest in the Grantor without reentry upon the abandonment of the use of the same for utility line purposes or upon non-use of the same for a period of two years.
5. The Grantee shall hold the Grantor, its employees and agents harmless in the event the Grantor, its employees or agents cause any damage to said utility line(s).

403212

RECORDS

VOL 114 PAGE 192

**DESCRIPTION - Parcel "1"**  
A parcel of land located in Lot 1, Block 2, Richardson's Subdivision, City of Tomah, Monroe County, Wisconsin described as follows: Beginning at the intersection of the north line of said Outlot 77 with the west line of U.S.H. "12", thence S89°40'00"W along said south line a distance of 12.03 feet; thence S33°31'46"W a distance of 21.51 feet to the west line of said Lot 1; thence S72°29'00"W a distance of 17.22 feet to the Point of Beginning. Subject to all easements and right-of-ways of record.

**DESCRIPTION - Parcel "2"**

A parcel of land located in Outlots 76 and 77, Assessor's Plat, City of Tomah, Monroe County, Wisconsin described as follows: Beginning at the intersection of the north line of said Outlot 77 with the west line of U.S.H. "12", thence S89°40'00"W along said south line a distance of 12.03 feet; thence S33°31'46"W a distance of 21.51 feet to the west line of said Lot 1; thence S72°29'00"W a distance of 17.22 feet to the Point of Beginning. Subject to all easements and right-of-ways of record.

**DESCRIPTION - Parcel "3"**

A parcel of land located in Outlot 78, Assessor's Plat, City of Tomah, Monroe County, Wisconsin described as follows: Beginning at the intersection of the north line of said Outlot 78 with the west line of U.S.H. "12", thence S0°29'00"E along said west line, a distance of 90.00 feet to the south line of said Outlot 78; thence S88°40'00"W along the said south line, a distance of 20.79 feet; thence N3°19'08"W a distance of 40.86 feet; thence N1°02'10"W a distance of 9.16 feet to the north line of said Outlot 76; thence N88°40'00"E a distance of 22.30 feet to the Point of Beginning. Subject to all easements and right-of-ways of record.

COPY

**DESCRIPTION - Parcel "4"**

A parcel of land located in Outlot 79, Assessor's Plat, City of Tomah, Monroe County, Wisconsin described as follows: Beginning at the intersection of the north line of said Outlot 79 with the west line of U.S.H. "12", thence S0°29'00"E along said west line, a distance of 369.85 feet; thence S88°40'00"W a distance of 30.30 feet; thence N3°19'08"W a distance of 209.62 feet to the north line of said Outlot 79; thence N88°40'00"E a distance of 20.79 feet to the Point of Beginning. Subject to all easements and right-of-ways of record.

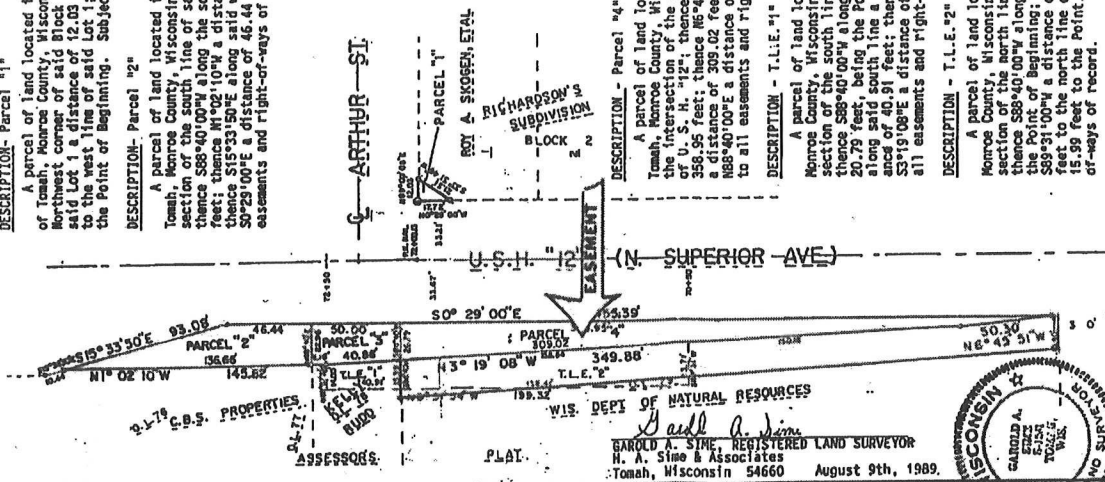
**DESCRIPTION - T.L.E. "1"** (Temporary Limited Easement)

A parcel of land located in Outlot 78, Assessor's Plat, City of Tomah, Monroe County, Wisconsin described as follows: Commencing at the intersection of the south line of said Outlot 78 with the west line of U.S.H. "12", thence S89°40'00"W along the south line of said Outlot 78, a distance of 20.79 feet to the Point of Beginning; thence continuing S88°40'00"W along said south line a distance of 15.39 feet; thence N0°31'54"W a distance of 40.81 feet; thence S88°40'00"E a distance of 14.00 feet; thence S3°19'08"E a distance of 40.86 feet to the Point of Beginning. Subject to all easements and right-of-ways of record.

**DESCRIPTION - T.L.E. "2"** (Temporary Limited Easement)

A parcel of land located in Outlot 79, Assessor's Plat, City of Tomah, Monroe County, Wisconsin described as follows: Commencing at the intersection of the north line of said Outlot 79 with the west line of U.S.H. "12", thence S89°40'00"W along said north line a distance of 20.79 feet, being the Point of Beginning; thence S3°19'08"E a distance of 15.84 feet; thence S88°40'00"W a distance of 23.7 feet; thence N0°31'54"W a distance of 18.41 feet to the north line of said Outlot 79; thence N88°40'00"E a distance of 15.99 feet to the Point of Beginning. Subject to all easements and right-of-ways of record.

CHICAGO RECORDING





EASEMENT

THIS INDENTURE, Made this 1st day of May, 1990, by and between KELLY RUDD and KRISTIN J. RUDD, party of the first part hereinafter referred to as Grantor and the STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES AND CSB PROPERTIES, INC., parties of the second part, hereinafter referred to as Grantee,

WITNESSETH:

WHEREAS, Grantor is the owner in fee of a certain parcel of land hereinafter described, and

WHEREAS, Grantee is desirous of obtaining an easement of ingress and egress over and across said property.

NOW, THEREFORE, Grantor in consideration of \$1.00, and other good and valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, hereby grants and conveys to Grantee, their successors and assigns, full and free right, authority and access of ingress and egress over the following described property:

✓ A parcel of land located in Outlot Seventy-eight (78), Assessor's Plat, City of Tomah, described as follows: Commencing at the intersection of the south line of said Outlot Seventy-eight (78) with the west line of U.S. Highway "12"; thence S88°40'W along the south line of said Outlot Seventy-eight (78), a distance of 20.79 feet, being the point of beginning; thence continuing S88°40'W along said south line a distance of twenty (20) feet; thence north 3°19'08"W to the north line of Outlot Seventy-eight (78); thence east along the north line of said outlot twenty (20) feet; thence S3°19'08"E, to the point of beginning.

It is further agreed that this easement is perpetual and shall run with the land.

IN WITNESS WHEREOF, the Grantor has set his hand and seal the day and year first above written.

REGISTER'S OFFICE  
County of Monroe, Wis.  
Received for record this 30  
day of June A.D., 19 90  
at 8:30 o'clock A. M.  
Nicholas J. Sutton Registers  
by Chg. State of Wis  
DNR  
Madison

Kelly Rudd (SEAL)  
Kelly Rudd, Grantor

Kristin J. Rudd (SEAL)  
Kristin J. Rudd, Grantor.

405521

NORTH-WEST TELEPHONE COMPANY  
RIGHT-OF-WAY GRANT

MONROE

VOL. 118 PAGE 792

In consideration of the sum of Fifty dollars <sup>00</sup>/<sub>100</sub> DOLLARS (\$ 50.00 ), the undersigned for them sel ves, their heirs, successors and assigns, grant s and convey s unto the North-West Telephone Company and -----, their successors and assigns, an exclusive right of way and easement to place, replace, maintain or remove an underground cable line, including associated appliances such as conduits, marker posts and pressure alarm apparatus, on and through certain lands owned by the grantor s in the City of Tomah, Monroe County, Wisconsin, and described as:

All that part of outlot 50, 75, 76 lying south and east of  
the Lemonweir River and all of outlot 77. Completely described  
in Records Vol. 76 pg. 807

This grant includes the right, on and through the lands hereinbefore described, to place, replace, maintain or remove additional underground cable lines, together with associated appliances, subsequent to the placing of the cable line to be initially installed hereunder, it being understood, however, that such additional lines shall be located roughly parallel to, and not more than about 10 feet distant from, the first line installed hereunder.

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein granted; the right to install a gate or to make a temporary opening in any fence on said lands at the point where such fence crosses the route of said telephone line or lines; and the right to cut down and, by continued cutting, to control the future growth of all trees and brush which may, in the judgement of the grantees, interfere with the exercise of the rights herein granted.

The rights herein granted may be assigned by the grantees in whole or in part.

The grantor s, for themsel ves, their heirs, successors and assigns, covenant s not to erect any structure on said lands that would interfere with the installation, replacement, maintenance or removal hereunder of said telephone line or lines and associated appliances.

The grantees, for themselves, their successors and assigns, covenant that they will pay the reasonable value of any crops destroyed and other physical damage done to the property of the grantor s, their heirs, successors and assigns, arising at any time out of the exercise by them of the rights herein granted.

Signed this 8th day of May, 19 90.

WITNESS:

Roger Martin  
Landowner  
CSB Properties, Inc. (SEAL)  
Co-Owner

State of Wisconsin

County of Barron

) ss.

Personally appeared before me this 8th day of May, 19 90,  
Roger Martin, Pres. & Daniel R. Hubel, Secy - Monroe to me known to be the  
person s who executed the instrument of the above and acknowledged the same.

This space reserved for  
recording data.

REGISTER'S OFFICE  
County of Monroe, Wis.  
Received for record this 5  
day of Sept A.D., 19 90  
at 8:30 o'clock A M.  
Walter J. Witt Registers  
8<sup>00</sup> pd NW Telephone-T

William E. Walby  
Notary Public, State of Wisconsin  
My commission expires 5-8, 1992

Document Drafted By

NorthWest Telephone Company (COMPANY)By David J. Witt

Return to:

P.E.262 Revised 3-13-90



## ELECTRIC LINE EASEMENT

WPL 2091-R

Line Title Road Move - 69 kV

Tract No. 2A

Work Order No. 5905-11-891211

The undersigned, Kelly Rudd, a/k/a Kelly B. Rudd and Kristin J. Rudd, his wife

(“Grantor(s)”), in consideration of the sum of one dollar and 00/100 (\$1.00) and other good and valuable consideration paid by WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation (“Grantee”) receipt of which is hereby acknowledged does hereby grant, convey and warrant unto the Grantee, its successors, assigns, licensees, lessees, tenants and subsidiaries, the perpetual right and easement to erect and maintain a line of single pole structures and wires for the transmission of electrical current and for the transmission of communications and other data, or any combination thereof, upon, over and across lands owned by the Grantor(s) in the City of Tomah, County of Monroe, State of Wisconsin, said easement to be xxx xxxxx feet (set in width) xxx xxxxx feet (set in length). The location of the reference line described as follows:

The east 40 feet of the north 20 feet of that part of Outlot 79 of the Assessor's Plat, City of Tomah lying west of and adjacent to the westerly right-of-way margin of U.S.H. "12" (also known as North Superior Avenue) as shown on sheet number 5.12 of State Highway Project Number 7189-02-71 & 73 and being located in part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Town 18 North, Range 1 West, City of Tomah, Monroe County, Wisconsin.

The Grantor retains the right to maintain his present sign which is located 28 feet west of the center line and to do the same on the north part of his lot.

... 2, 3, 4, 5, 6

all K.R.

Without limiting the foregoing easement grant, the Grantee, its successors, assigns, licensees, lessees, tenants and subsidiaries shall have the right (a) to erect, install, operate, repair, replace, inspect and remove such structures, wires and other devices appurtenant thereto, as may be reasonable and necessary for the transmission of electrical current and/or the transmission of communications and other data, including but not limited to structures, crossarms, transformers, splice boxes, conduits and such other appliances, accessories, footings and supporting devices as Grantee deems necessary for the purposes of transmitting electricity and/or communications; (b) to permit the attachment to any such structures of additional electric or telephone wires owned by Grantee or others; (c) to enter upon the premises described above for the purposes of exercising the rights conferred by this easement; (d) to make such additions and changes to any foregoing structures and appurtenances as will permit the Grantee to utilize the benefits of technological developments in the fields of transmitting electricity and/or communications; and (e) to apportion and/or assign to third parties all or any portion of the easement rights granted herein. Grantee shall have the exclusive right to operate, maintain, repair, replace and/or sell, lease, assign or apportion any communication capacity or capabilities resulting from this grant to third parties.

The Grantor(s) agree that no hay or grain stacks, buildings, mobile homes, trees, tanks, antennas, windmills or other structures shall be placed within above described easement strip; and that the Grantee has the right to trim or remove such trees as may be located within above distances from the reference line, and other trees which, in the judgment of the Grantee, may interfere with or endanger said electric and/or communications line, and to chemically treat from time to time the area within the boundaries, without additional compensation. The Grantor(s) further agree that the elevation of the existing ground surface located within said easement strip will not in any way be altered more than one (1) foot without the prior written consent of the Grantee. Said Grantee, its successors, subsidiaries, lessees, tenants or assigns, however, expressly agree that they will pay a reasonable sum for damages to other property, including crops, that may be caused by their employees in building and repairing said structures, wires and appurtenances.

The Grantee shall not have the right to erect any fence or building on such land other than said line structures and wires, and the right is hereby expressly reserved to said Grantor(s), their heirs or assigns, of every use and enjoyment of said land not inconsistent with the maintenance, operation repair and removal of such structures and wires, and the trimming and removal of such trees as aforesaid.