

TRANSMISSION LINE EASEMENT

55-27-77

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, Douglas County, Wisconsin, a Municipal Corporation Land Owners and Mortgagee, hereinafter referred to as Grantor(s) do(es) hereby quit claim and convey unto SUPERIOR WATER, LIGHT AND POWER COMPANY, a Wisconsin Corporation, hereinafter referred to as Grantee its successors and assigns, a perpetual easement to enter upon the hereinafter described property of the Grantors to survey, construct, reconstruct, replace, operate and maintain along a right of way strip thereon, an electric transmission line or lines, including structures and such crossarms, appliances and accessories, footings and supporting devices as Grantee deems necessary for the purpose of transmitting electric energy. The right, permission, and authority is also granted to Grantee to remove from right of way strip any structures or objects, except fences, and to cut down or trim all trees and bushes, growing upon the right of way strip, including tall or leaning trees outside of the right of way strip which may endanger the use of said transmission line, all with no future additional payment.

Grantor(s) expressly reserve the use of the surface of the right of way strip, provided, however, that no structures or other objects, permanent or temporary will be erected, or inflammable material placed or accumulated, or trees planted on said right of way strip, and Grantor(s) further covenants and agrees(s) that the elevation of the existing ground surface within the right of way strip will not be altered by more than one (1) foot without written consent of Grantee.

The aforesaid right of way strip is a strip of land not more than 10,900 feet in length along the centerline of the transmission line, and 100 feet in width, being located on and a part of said property of Grantors located in Town of Superior, County of Douglas, State of Wisconsin, described as follows: Lot 21, Pokegema Diagram Lots; Lots 5-8, Block 1, Lots 17-32, Block 2, Lots 1 & 2, Block 3, Lots 1-5, Block 5, & Lots 1-4, Block 6, all in Steel Plant Addition #2; Lots 19-31, Block 7, Townsite of Pittsburg, 2nd Division, SE 1/4 of NW 1/4, SW 1/4 of SW 1/4 of NE 1/4, Section 8, T48N-R14W; SW 1/4 of NE 1/4, & NE 1/4 of NE 1/4 of SE 1/4, Sec T48N-R14W; Lots 53 & 54, Pokegema Diagram Lots Second Division; Blocks 1 & 2, Townsite of Pittsburg, Central Division; Lots E & F, Blocks 7, 8 & 9, Carnegie Dittes Division; Blocks 32, 33 & 34, Irondale Addition to Superior; Lots 1-19 Block 1, Lots 14-24, Block 2, & Lots 6-12, Block 3, all in Cambria Square Addition to South Superior; Block 6, Cheltenham Addition to South Superior; Lots 1-10, Block 1, and Lots 28-32, World's Fair Addition to South Superior.

This easement is granted pursuant to County Board resolution 139-80 on January 10, 1980.

The easement conveyed by this document is more particularly shown on the prints numbers 27530, 27531, 27532, 27533, 27534, 27535, 27536, 27538, 27547 and 27548

attached hereto and made a part hereof and includes such additional width outside of the above right of way as is necessary to accommodate guys, wires and anchors.

The number, type and maximum height of all structures to be erected on said right of way strip shall be: 19 single poles - 11 @ 61 feet, 3 @ 66 feet, 2 @ 70 feet, 1 @ 75 feet and 2 @ 79 feet high. 2 H-Frame Poles - 1-61 feet and 1-84 feet high

The right, permission and authority is also granted to grantee to install, operate, maintain and replace one three phase one hundred fifteen kV (115KV) transmission line over and across the right-of-way strip for the purpose of transmitting electric energy. Said wires and cables shall be installed so as to have ground clearance of not less than 24 feet above the presently existing ground level at all points, in accordance with the safety requirements of the presently existing Wisconsin State Electrical Code

The rights set forth in Wisconsin Statute, Section 182.017 (8) (C) through (H) are expressly reserved by the grantor except as specifically waived herein.

The rights specifically reserved by the grantor are as follows:

- (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 top soil 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 should be left in place at the landowner's request. 6. Repair any drainage tile line within the easement damaged by construction or maintenance. 7. Pay for any crop damage caused by such construction or maintenance. 8. Supply and install any necessary grounding of landowner's fences, machinery or buildings.

(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.

The landowner specifically waives by the execution of this agreement the following rights reserved in Wisconsin Statute, Section 182.017 (8) (C) through (H):

(D) The landowner hereby affords the utility the specific right to use herbicidal chemicals for weed and brush control in addition to other means of control. Subject to County Board resolution of Oct. 8, 1979 & #34-78 adopted June 15, 1978.

(E) The landowner hereby affords the utility the specific right to harvest any trees located within the easement boundaries and grants title to all trees standing or cut to the utility. The landowner shall not have the right to remove or harvest any trees within the easement boundaries or to retain title to said trees before, during or after construction of said line.

(H) The landowner specifically grants the grantee the right to reasonable access to said right-of-way strip across the property of grantors adjacent thereto, said access to be designated by grantors within a reasonable time upon request by SWL&P, its contractor, agents or assigns. Should access not be designated within a reasonable time, grantee shall have the right of ingress and egress over the property of grantor to the right-of-way strip along a route which will cause the least possible interference with existing land use.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above described premises, free and clear from all encumbrances whatever, except _____ and has the right to sell and convey an easement in the manner and form aforesaid.

The rights herein granted are subject to existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, ditches, or other electric transmission lines and telegraph and telephone lines heretofore granted across any part of the lands affected by this instrument.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, (I) (We) have hereto set (My) (Our) hand and seal this 23rd day of January, 19 80.

OFFICE OF REGISTER OF DEEDS
DOUGLAS COUNTY, WISCONSIN

Received for record this _____ day of _____ A. D. 19 _____ at _____ o'clock _____ M. and recorded in Volume _____ of _____ on page _____

Richard W. J.
REGISTER
STATE OF WISCONSIN, DEPUTY)

Raymond H. Somerville (Seal)
Raymond H. Somerville, County Clerk (Seal)

_____ (Seal)
_____ (Seal)

COUNTY of _____)

Personally came before me, this _____ day of _____, 19 _____, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires _____

STATE OF WISCONSIN)
_____) ss
COUNTY of Douglas)

Personally came before me, this 23rd day of January, 19 80, Raymond H. Somerville to me known to be the Clerk

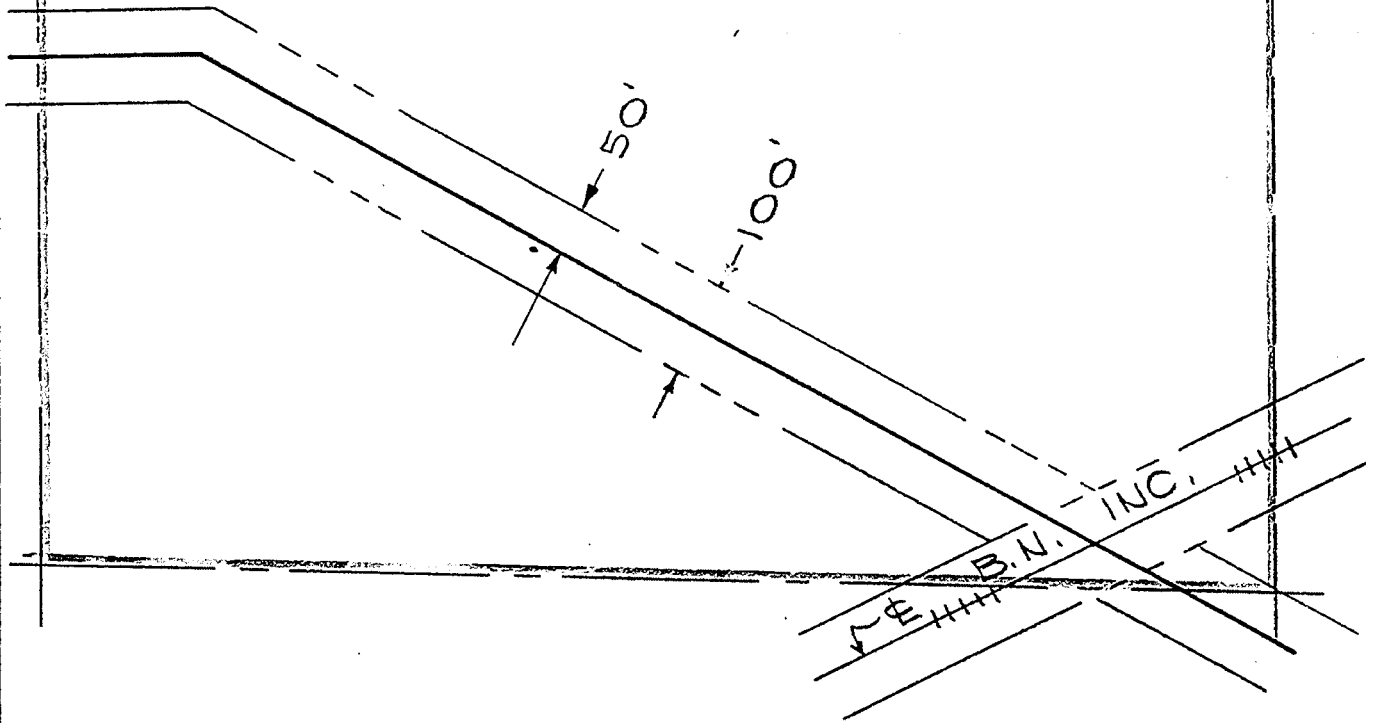
_____ of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.



Rosanne Hoffren
Notary Public, State of Wisconsin
Rosanne Hoffren
My Commission Expires October 25, 1981

This instrument was drafted by:
Superior Water, Light and Power Company
1230 Tower Avenue
Superior, Wisconsin 54880

N



RIGHT OF WAY PLAT
 SW ¼—NE ¼ SEC. 9
 T. 48 N. — R. 14 W.
 MINNESOTA POWER & LIGHT CO.
 DULUTH, MINNESOTA

APPROX. SCALE: 1" = 200' 11-4, 1979
 APPROVED: *[Signature]* MGR. SYST. ENG

DR. J. W. K.

DOUGLAS CO. WISC

MA-27536