

327618

8

TRANSMISSION LINE EASEMENT
(Single Pole Line)

VOL 169 PAGE 515

70288

Edward J. Moore and Iva Moore of Door County, Wisconsin, parties of the First Part, in consideration of One Hundred Twenty Five (\$ 125.00) Dollars to them paid by Wisconsin Public Service Corporation, a Wisconsin corporation having its principal office in the City of Milwaukee, Wisconsin, party of the Second Part, receipt whereof is hereby acknowledged, do hereby grant unto said Wisconsin Public Service Corporation, its successors and assigns, the perpetual right, privilege and easement to erect, maintain and operate an electric transmission line, comprising single poles made of either wood or steel, conductors and other wires, anchors, guy wires, braces and other usual appendages and appurtenances of such kind as said Second Party, its successors and assigns, may from time to time determine, for transmitting electric current over and across land owned by said parties of the First Part in the Town of Sarasota, County of Door, State of Wisconsin, described as follows:

Part of the Southeast one-quarter of the Southeast one-quarter of the Northwest one-quarter of Section 33, Township 28 North, Range 26 East of the 4th Principal Meridian, Wisconsin.

The centerline of said transmission line being more particularly described as follows:

Commencing at a point in the centerline of old Sturgeon Bay-Egg Harbor Road, being a distance of approximately 370 feet Northerly of the road centerline intersection with present State Trunk Highway 42, measured along the centerline of the old Sturgeon Bay-Egg Harbor Road; thence extending Southwesterly on a straight line, a distance of 380 feet more or less to the point of beginning; thence continuing along the aforementioned straight line extended, a distance of 82 feet more or less to an angle point; thence extending Southerly on a straight line whose bearing is 16° 06' Easterly of the aforementioned straight line, a distance of 106 feet to a point in the centerline of present State Trunk Highway 42, being a distance of 220 feet Southwesterly, measured along the centerline of State Trunk Highway 42, from the aforementioned road intersection.

Acreage: 0.09
Poles: None
Anchors: 2

Together with the right from time to time to enter upon said premises for the purpose of erecting said line, and changing, repairing, patrolling, replacing and removing the same, and the right from time to time to clear all brush and trees within forty feet on each side of the center line of such transmission line and the right from time to time to cut down, trim or remove such trees on said premises beyond such forty feet as in the judgment of Second Party, its successors and assigns, may interfere with or endanger said line, and to do any and all other acts necessary in the proper erection, maintenance, safeguarding, and operation of said line.

Second Party for itself, its successors and assigns, agrees that it will pay for all damage to crops and fences on said land, occasioned at any time in erecting such line or in changing, repairing, patrolling, replacing or removing the same.

Witness the hands and seals of the parties of the First Part this 9 day of February, 1966.

In Presence of:

REGISTER'S OFFICE } ss. Edward J. Moore (SEAL)
DOOR COUNTY, WIS. }
E. H. Schmidtke Received for Record the 22 day of February, 1966 at 9:00 A.M. Edward J. Moore
O. C. Peterson of Door County, Wis. and recorded in Vol. 169 Page 515 Iva M. Moore (SEAL)
By Ralph J. Peterson Register Deputy 150
STATE OF WISCONSIN) ss. 150
DOOR COUNTY) By Ralph J. Peterson Register Deputy PR

Personally came before me this 9 day of February, 1966, the above named Edward J. Moore and Iva M. Moore, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

IR 1373-65-350.02

Trans. No. 3586

DRAFTED BY D. H. RHODE, WPSC
CHECK # 1886



E. H. Schmidtke
Notary Public E. H. Schmidtke
Door County, Wisconsin
My commission expires 3-7-1968

610714

VOL 746 FILE 974

EASEMENT ASSIGNMENT

Document Number

Document Title

This Easement Assignment ("Assignment") is made by and between Wisconsin Public Service Corporation, a Wisconsin corporation ("Assignor"), and American Transmission Company LLC, a Wisconsin limited liability company ("Assignee").

RECORDED
Time...9:13 AM...

JAN 12 2001

Marlene J. Quinn
REGISTER OF DEEDS
DOOR COUNTY WIS.

By:

Tract Indexed

Recording Area

Name and Return Address:
Paul G. Hoffman, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

4000

Except as expressly reserved below, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to various easements identified on the attached and incorporated Exhibit A ("Easements"). Also included are Assignor's appurtenant rights, privileges and easements thereunto belonging, if any, in and to streets, roads, avenues, highways and lake and river bottoms adjoining the real property described in such Easements to the extent that any of the foregoing constitute real property of Assignor under applicable federal, state or local law, rule, regulation or governmental requirement of any kind to the extent appurtenant to such Easements. This Assignment is made subject to Section 196.485(5)(c)1. of the Wisconsin Statutes as created by 1999 Wis. Act 9 (as may be amended from time to time, and successor and replacement statutes thereto).

Expressly reserved to Assignor from the Assignment herein made is the continued right of Assignor to place, maintain, modify, operate, replace and repair, within the lands described in the Easements, electrical distribution lines and appurtenances where currently existing or as intended as of the date of this Assignment. For purposes of the foregoing sentence, "intended" is specifically defined as being limited to distribution which is (i) under construction; (ii) subject to a written construction agreement; or (iii) subject to written plans for future distribution construction. Also reserved to Assignor is a nondiscriminatory right of access to the real estate subject to the Easements. For purposes of this Assignment, electrical "distribution" is defined as electrical facilities of less than 50 kV or as otherwise determined by order of the Public Service Commission of Wisconsin.

This Assignment, and the rights, obligations and interests assigned hereby shall be perpetual and shall run with the lands described within the Easements identified on Exhibit A, and shall be binding upon and inure to the benefit of Assignor and Assignee and each and all of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Wisconsin.

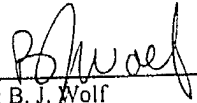
This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

1

[Exhibit 3.2(b)(ii) - Incidental Use Transmission Line Easement]

This Assignment is made as of the ____ day of _____, 2001.

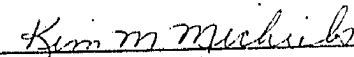
ASSIGNOR:
Wisconsin Public Service Corporation,
a Wisconsin corporation

By: 
Name: B. J. Wolf
Title: Secretary and Manager – Legal Services

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 1st day of December, 2000, the above-named B. J. Wolf, as Secretary and Manager – Legal Services of Wisconsin Public Service Corporation, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Name: Kim M. Michiels
Notary Public, Wisconsin
My Commission: May 16, 2004

[ADDITIONAL SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

ASSIGNEE:
AMERICAN TRANSMISSION COMPANY LLC,
a Wisconsin limited liability company
By: ATC Management Inc., Its Manager

By: Thomas M. Finco
Name: Thomas M. Finco
Title: Manager Real Estate

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 24 day of December, 2000, the above-named Thomas M. Finco, Manager Real Estate of ATC Management Inc., Manager of American Transmission Company LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Marjorie D. Hoffmann
Marjorie D. Hoffmann
Notary Public, Wisconsin
My Commission expires May 16, 2004

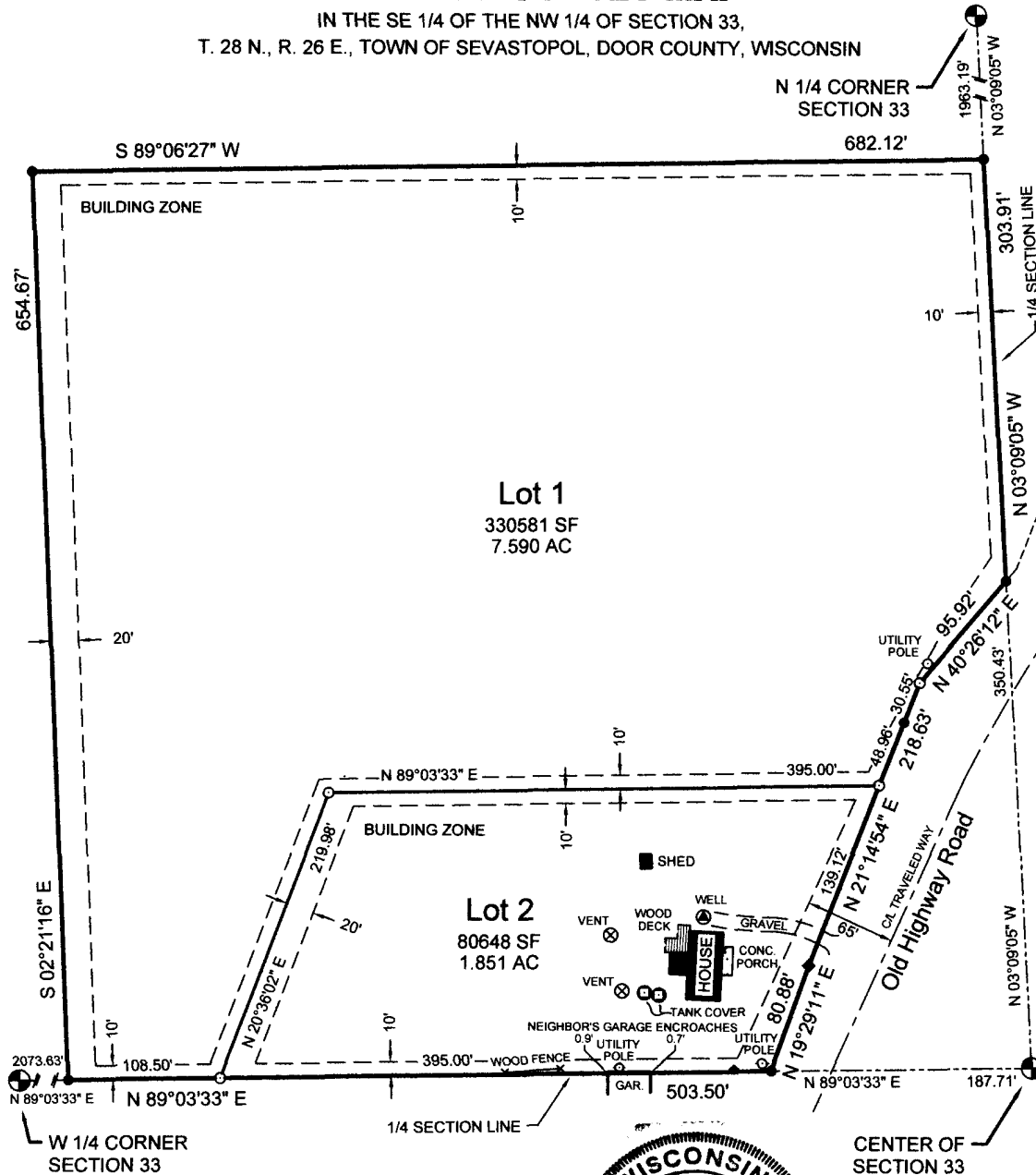
This instrument was drafted by:
Mr. Jerome O. Tews
Wisconsin Public Service Corporation

EXHIBIT A

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Reel (R) Liber (L) Volume (V)	of Records (R) Deeds (D) Misc. (M) Contracts (C)	Jacket (J) Image (I) Page (P)	Recorded Document Number	Court Case Number
WI	DOOR	T-STURGEON BAY	15	27N	26E	SE1/4-SW1/4,		V163	R	P584	324632	
WI	DOOR	T-STURGEON BAY	22	27N	26E	NE1/4-NW1/4		V163	R	P585	324633	
WI	DOOR	T-STURGEON BAY	15	27N	26E	W1/2-SE1/4		V165	R	P581	325680	
WI	DOOR	T-STURGEON BAY	22	27N	26E	SW1/4-NE1/4		V169	R	P051	327181	
WI	DOOR	T-SEVASTOPOL	21	28N	26E	W1/2-NE1/4		V169	R	P052	327182	
WI	DOOR	T-SEVASTOPOL	21	28N	26E	SW1/4-SE1/4		V169	R	P083	327215	
WI	DOOR	T-SEVASTOPOL	21	28N	26E	E1/2-NW1/4		V169	R	P085	327217	
WI	DOOR	T-SEVASTOPOL	33	28N	26E	SW1/4-NE1/4		V169	R	P086	327218	
WI	DOOR	T-SEVASTOPOL	21	28N	26E	E1/2-SE1/4-SW1/4		V169	R	P097	327225	
WI	DOOR	T-SEVASTOPOL	33	28N	26E	NW1/4-NE1/4		V169	R	P098	327226	
WI	DOOR	T-SEVASTOPOL	21	28N	26E	NE1/4-SW1/4,						
WI	DOOR	T-SEVASTOPOL	33	28N	26E	NW1/4-SE1/4		V169	R	P158	327288	
WI	DOOR	T-SEVASTOPOL	28	28N	26E	NE1/4-SW1/4		V169	R	P159	327289	
WI	DOOR	T-SEVASTOPOL	28	28N	26E	SW1/4-SE1/4		V169	R	P163	327293	
WI	DOOR	T-STURGEON BAY	04	27N	26E	W1/2-NE1/4		V169	R	P164	327294	
WI	DOOR	T-SEVASTOPOL	33	28N	26E	NW1/4-NE1/4		V169	R	P221	327347	
WI	DOOR	T-SEVASTOPOL	28	28N	26E	NE1/4-NW1/4,						
WI	DOOR	T-SEVASTOPOL	28	28N	26E	NW1/4-NE1/4		V169	R	P223	327349	
WI	DOOR	T-STURGEON BAY	10	27N	26E	W1/2-SE1/4		V169	R	P224	327350	
WI	DOOR	T-STURGEON BAY	10	27N	26E	NE1/4-NW1/4,						
WI	DOOR	T-STURGEON BAY	10	27N	26E	SE1/4-NW1/4		V169	R	P225	327351	
WI	DOOR	T-STURGEON BAY	10	27N	26E	SW1/4-NE1/4		V169	R	P226	327352	
WI	DOOR	T-SEVASTOPOL	28	28N	26E	SW1/4-SE1/4						
WI	DOOR	T-SEVASTOPOL	33	28N	26E	NW1/4-NE1/4,						
WI	DOOR	T-SEVASTOPOL	33	28N	26E	SE1/4-SW1/4		V169	R	P229	327354	
WI	DOOR	T-STURGEON BAY	10	27N	26E	NW1/4-SE1/4		V169	R	P231	327356	
WI	DOOR	T-STURGEON BAY	10	27N	26E	NW1/4-NW1/4,						
WI	DOOR	T-STURGEON BAY	15	27N	26E	SW1/4-NW1/4		V169	R	P232	327357	
WI	DOOR	T-STURGEON BAY	15	27N	26E	NW1/4-NE1/4		V169	R	P233	327358	
WI	DOOR	T-STURGEON BAY	15	27N	26E	E1/2-NW1/4		V169	R	P234	327359	
WI	DOOR	T-STURGEON BAY	04	27N	26E	S1/2-S1/2-NE1/4-						
WI	DOOR	T-STURGEON BAY	04	27N	26E	NW1/4		V169	R	P312	327440	
WI	DOOR	T-STURGEON BAY	04	27N	26E	N1/2-SE1/4-NW1/4		V169	R	P316	327444	
WI	DOOR	T-STURGEON BAY	15	27N	26E	SW1/4-NE1/4		V169	R	P511	327614	
WI	DOOR	T-STURGEON BAY	04	27N	26E	N1/2-NE1/4-NW1/4		V169	R	P513	327616	
WI	DOOR	T-STURGEON BAY	09	27N	26E		SUBDIVISION 44	V169	R	P514	327617	
WI	DOOR	T-STURGEON BAY	04	27N	26E	N1/2-S1/2-NE1/4-						
WI	DOOR	T-STURGEON BAY	04	27N	26E	NW1/4, N1/2-S1/2-						
WI	DOOR	T-STURGEON BAY	04	27N	26E	SE1/4-NW1/4						
WI	DOOR	T-SEVASTOPOL	33	28N	26E	SE1/4-SE1/4-		V169	R	P515	327618	
WI	DOOR	T-SEVASTOPOL	33	28N	26E	NW1/4						
WI	DOOR	T-STURGEON BAY	09	27N	26E	SE1/4-NW1/4	SUB 41	V169	R	P517	327620	
WI	DOOR	T-STURGEON BAY	10	27N	26E	NW1/4-NE1/4		V169	R	P518	327621	

CERTIFIED SURVEY MAP

IN THE SE 1/4 OF THE NW 1/4 OF SECTION 33,
T. 28 N., R. 26 E., TOWN OF SEVASTOPOL, DOOR COUNTY, WISCONSIN



JOB# D-033006
SHEET 1 OF 2

SURVEYOR'S CERTIFICATE:

I, Brian D. Frisque, registered land surveyor, do hereby certify that I have surveyed the following described parcel.

A tract of land located in the Southeast one-quarter of the Northwest one-quarter of Section 33, Township 28 North, Range 26 East, Town of Sevastopol, Door County, Wisconsin and described as follows.

Commencing at the West one-quarter corner of said Section 33, thence N 89°03'33" E along the one-quarter section line 2073.63 feet to the point of real beginning, thence continue N 89°03'33" E along said one-quarter section line 503.50 feet to an existing 1" iron pipe on the westerly right-of-way line of Old Highway Road, thence along said westerly right-of-way line of Old Highway Road as follows; N 19°29'11" E 80.88 feet to an existing metal fence post, N 21°14'54" E 218.63 feet, and N 40°26'12" E 95.92 feet to an existing 1" iron pipe on the one-quarter section line, thence N 03°09'05" W along said one-quarter section line 303.91 feet to an existing 1" iron pipe, thence S 89°06'27" W 681.12 feet to an existing 1" iron pipe, thence S 02°21'16" E 654.67 feet to the point of real beginning.

Said tract contains 9.441 acres of land.

I further certify that the adjacent map is a true representation of said property and correctly shows the size and location of the property, its exterior boundaries and correct measurements thereof, the location of all visible structures, boundary fences, apparent easements, roadways and visible encroachments, if any. Also, that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes.

This survey is made for the use of the present owners of the property and also those who purchase, mortgage or guarantee title thereto

Dated 4-5-06


Brian D. Frisque
R. L. S. S-2429



ACCEPTED FOR RECORDING AND FILING IN THE OFFICE OF REGISTER OF DEEDS IN

DOOR COUNTY, WISCONSIN AT 12:11 P.M. ON APRIL 7, 2006

AS DOCUMENT # 693259 AND FILED IN vol. 13 page 79

SIGNATURE OF REGISTER OF DEEDS Cheryl Petersen 13th pd
Tract Indexed

OWNER'S CERTIFICATE:

As owner, I hereby certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on the map.

Dated: 4/5/06


Maureen Sawyer - Executor of Iva M. Moore Estate

CERTIFICATE OF THE DOOR COUNTY PLANNING DEPARTMENT

This Certified Survey Map has been submitted to and approved by the Door County Planning Department.

Dated 4-7-06


Zoning Administrator

VOL 13 PAGE 80

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 5 - 2000
PERSONAL REPRESENTATIVE'S DEED

DOC#: 693335

Recorded
APR. 10, 2006 AT 01:48PMCAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WIFee Amount Paid: \$11.00
Transfer Fee Paid: \$279.00

Tract Indexed

RETURN TO

File No. 00005838

Title Services of DC

Tax Parcel No: 022-02-33282624B (part of)

Lot 2 of Certified Survey Map No. 2166 recorded April 7, 2006 at Vol. 13 of Certified Survey Maps, page 79, as Document No. 693259, being a tract of land located in the SE 1/4 of the NW 1/4 of Section 33, Township 28 North, Range 26 East, Town of Sevastopol, Door County, Wisconsin.

TRANSFER
\$ 279⁰⁰
FEEWHZ
W-7

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

Dated this 7th day of **April, 2006.***Maureen Sawyer* (SEAL)

*Maureen Sawyer, Personal Representative

____ (SEAL)

Personal Representative

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 2006

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

ATTORNEY RALPH F. HERLACHE**118 N. 4TH AVE., STURGEON BAY, WI 54235**

(Signatures may be authenticated or acknowledged. Both are not necessary.)

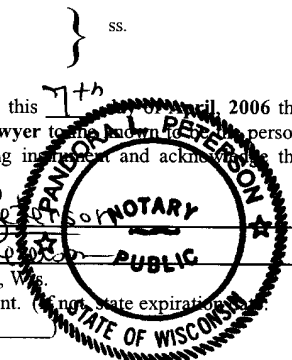
*Names of persons signing in any capacity should be typed or printed below their signatures.

PERSONAL REPRESENTATIVE'S DEED

ACKNOWLEDGMENT

STATE OF WISCONSIN

DOOR County

Personally came before me this 7th day of April, 2006 the above named **Maureen Sawyer** to be known to me as the person who executed the foregoing instrument and acknowledged the same.*Pandora L. Peterson*
* *Pandora L. Peterson*
Notary Public Door County, Wis.
My Commission is permanent. (no state expiration)11-12-06

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

DOC#: 696044



Recorded
JUNE 22, 2006 AT 03:24PM

CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI

THIS DEED, made between **Michael E. Hafenbredl and Constance M. Hafenbredl, husband and wife**

("Grantor," whether one or more), and **Hafenbredl, LLC**

Fee Amount Paid: \$11.00
Tract Indexed

("Grantee," whether one or more).
Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in **Door** County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Recording Area

Name and Return Address

Ralph F. Herlache

Lot Two (2) of Certified Survey Map No. 2166 recorded April 7, 2006 at Volume 13 of Certified Survey Maps, page 79, as Document No. 693259, being a tract of land located in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Twenty-eight (28) North, Range Twenty-six (26) East, Town of Sevastopol, Door County, Wisconsin.

022-02-33282624B (part of)

Parcel Identification Number (PIN)

This **is not** homestead property.
(~~is~~) (is not)

WHZ

W-7

FEE

77.65
EXEMPT (15s)

Dated 6-21-06

(SEAL)

Michael E. Hafenbredl
* **Michael E. Hafenbredl**

(SEAL)

(SEAL)

Constance M. Hafenbredl
* **Constance M. Hafenbredl**

(SEAL)

AUTHENTICATION

Signature(s) Michael E. Hafenbredl
and Constance M. Hafenbredl
authenticated on June 21, 2006

Ralph F. Herlache
* **Ralph F. Herlache**

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
DOOR COUNTY)

Personally came before me on _____,
the above-named **Michael E. Hafenbredl and Constance M. Hafenbredl**
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

*

Notary Public, State of **WISCONSIN**

My commission (is permanent) (expires: _____)

THIS INSTRUMENT DRAFTED BY:

Ralph F. Herlache

118 N. 4th Avenue, Sturgeon Bay, WI 54235

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • infooproforms.com

ELECTRIC TRANSMISSION LINE EASEMENT

CERTIFICATE OF COMPENSATION
NOTICE OF RIGHT OF APPEAL
Wis. Stat. Sec. 182.017(7)

Document Number

DOC#: 742968



Recorded
OCT. 4, 2010 AT 12:21PM

The undersigned Grantor(s) Hafenbredi, LLC

(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 the property owned by the Landowner in the

CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI

Fee Amount Paid: \$30.00

Tract Indented

Town of Sevastopol, County of Door, State of Wisconsin, described as follows:

Part of Lot 2, CSM 2166 recorded at Vol.13, P 79 of Certified Survey Maps as Document No. 693259, being in the Southeast Quarter of the Northwest Quarter (SENW), Section 33, T28N-R26E.

The legal description and location of the perpetual easement strip is as shown on the attached drawing, marked Exhibit "B", and made a part of this document.

The perpetual easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 21 feet
Width: Variable not to exceed
19 feet

TRANSMISSION LINES:

Maximum nominal voltage:
69,000 and 138,000 volts

Number of circuits: 2

Number of conductors: 6

Number of static wires: 2

TRANSMISSION STRUCTURES:

Structure Type: Monopole

Number: 0

Maximum height above existing
ground level: N/A feet

Minimum height above existing landscape
(ground level) 22.5 feet

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the perpetual easement strip for the purposes of exercising the rights conferred by this perpetual easement.
- 2) 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 perpetual easement strip.
- 4) Cut down and remove such trees now or hereafter existing on the property of the Landowner located outside of said perpetual 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 perpetual easement strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

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 perpetual easement strip. Landowner, for itself, its successors and assigns, further agrees that within the limits of the perpetual easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

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

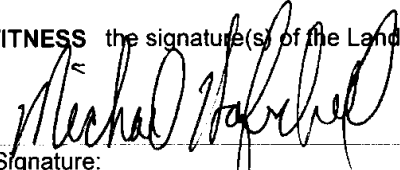
As provided by PSC 113, the Landowner shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Landowner's rights and options in the perpetual easement negotiating process. The Landowner hereby voluntarily waives the five-day review period, or acknowledges that they have 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, except:

Baylake Bank recorded December 20, 2006 as Document No. 702017 and 702018.

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

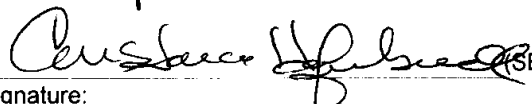
WITNESS the signature(s) of the Landowner this 30 day of Sept, 2010.

 (SEAL)
Signature:

Michael Hafenbredi, Member of Hafenbredi, LLC
Printed Name:

(SEAL)
Signature:

Printed Name:

 (SEAL)
Signature:

Constance Hafenbredi, Member of Hafenbredi, LLC
Printed Name:

(SEAL)
Signature:

Printed Name: Landowner

Printed Name of Mortgagee or Corporation

(SEAL)
Signature:

Printed Name:

By: _____ (SEAL)
Signature:

Printed Name:

(SEAL)
Signature:

Printed Name:

By: _____ (SEAL)
Signature:

Printed Name:

Mortgagee

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF Door) ss

Personally came before me this 30 day of Sept, 2010, Michael Hafenbredi and Constance Hafenbredi of the above named Hafenbredi, LLC known to be the person(s) who executed the foregoing instrument and to me known to be such Michael Hafenbredi and Constance Hafenbredi of said LLC, and acknowledged that they executed the foregoing instrument as such offices, as the deed of said LLC, by its authority.

Seal
Affixed

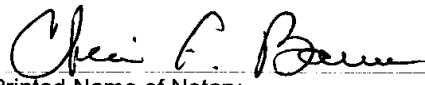

Printed Name of Notary
Cheri F. Baran
Notary Public, State of Wisconsin
My Commission expires (is) 2-29-11

EXHIBIT "A"
[WI Sta. 182.017(7)]

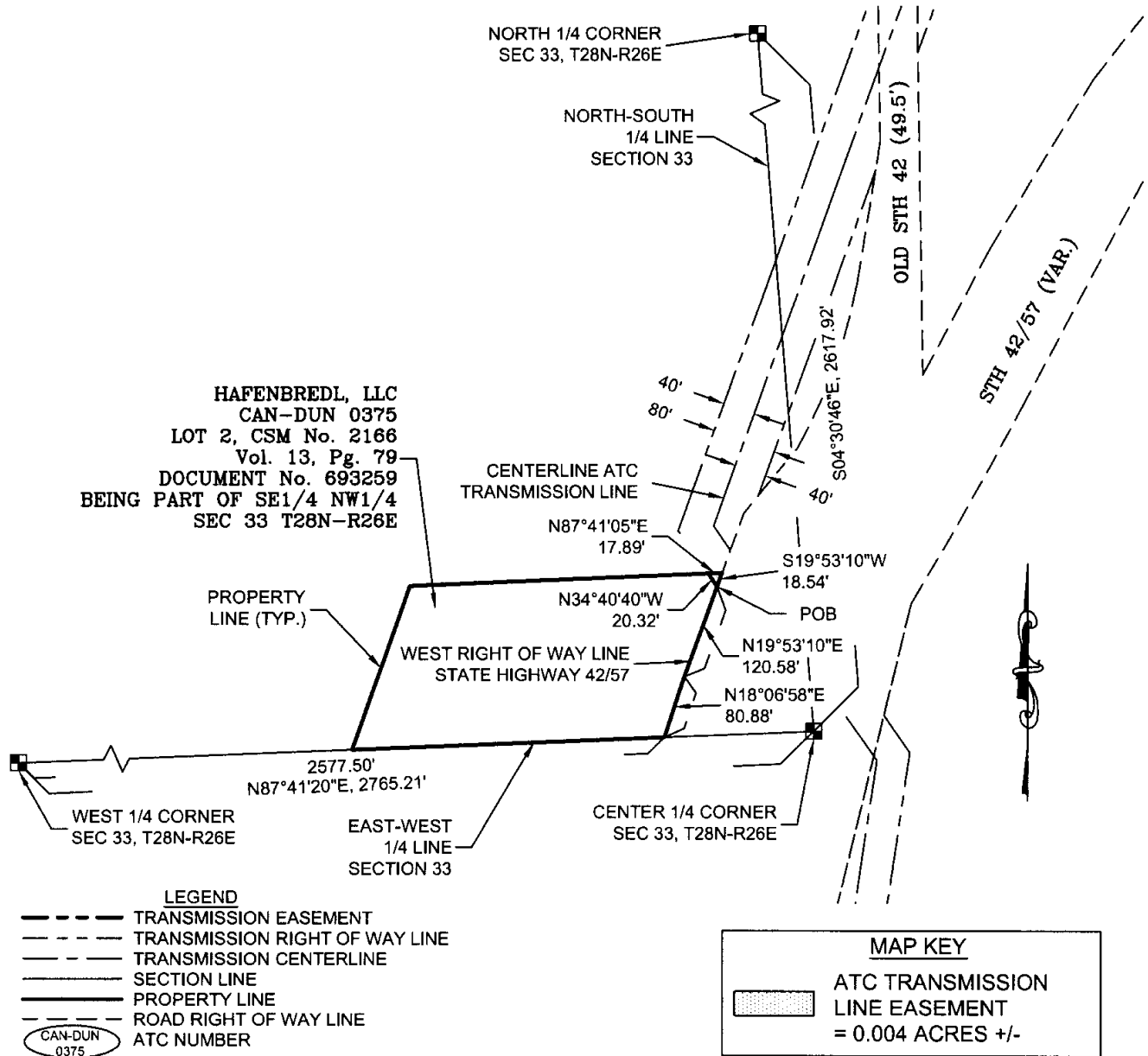
1. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
 - a) If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
 - b) Restore to its original condition any slope, 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 egress to and egress from the right-of-way, without the written consent of the Landowner.

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

GRANTOR: HAFENBREDL, LLC
4878 BAY SHORE HEIGHTS
STURGEON BAY, WI 54235
TAX PARCEL NO. 022-02-33282624B2

EXISTING TRANSMISSION LINE EASEMENT RECORDED IN DOCUMENT 610714, DOOR
COUNTY REGISTER OF DEEDS TO BE RELEASED.



NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM NAD 83/2007, CENTRAL ZONE.

AECOM

1050 Wilson Street
Marquette, MI 49855
906.228.2333
www.aecom.com

ATC
AMERICAN TRANSMISSION COMPANY
THE ENERGY ACCESS COMPANY

LEGEND

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

REVISIONS

Drawn : SDK

Date: 08/16/2010

Scale: 1" = 200'

PROJECT NUMBER 60098501

SHEET NUMBER 1 OF 2

S:\GPS\ATC\60098501_CANAL_DUNN ROAD\Exhibit B\T28N-R26E\SECTION 33\HAFENBREDL, LLC 0375.dwg; 8/16/2010 5:41:54 PM; KOSS, STEVE

EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

GRANTOR: HAFENBREDL, LLC
4878 BAY SHORE HEIGHTS
STURGEON BAY, WI 54235
TAX PARCEL NO. 022-02-33282624B2

EXISTING TRANSMISSION LINE EASEMENT RECORDED IN DOCUMENT 610714, DOOR COUNTY REGISTER OF DEEDS TO BE RELEASED.

A variable width easement which crosses a part of the grantor's premises across part of Lot 2, CSM No. 2166 being part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 33, T28N-R26E, Town of Sevastopol, Door County, Wisconsin described as:

Commencing at the West 1/4 corner of Section 33; thence N87°41'20"E, 2577.50' along the East-West 1/4 line of Section 33 to the West right-of-way line of State Highway 42/57; thence N18°06'58"E, 80.88' along the West right-of-way line of State Highway 42/57; thence N19°53'10"E, 120.58' along the West right-of-way line of State Highway 42/57 to the **Point of Beginning** being the grantor's East property line; thence **N34°40'40"W, 20.32'** to the grantor's North property line; thence **N87°41'05"E, 17.89'** along the grantor's North property line to the West right-of-way line of State Highway 42/57; thence **S19°53'10"W, 18.54'** along the West right-of-way line of State Highway 42/57 and grantor's East property line to the **Point of Beginning** and more particularly described as shown on sheet 1 containing **0.004 Acres +/-** and subject to restrictions, reservations, rights-of-way, and easements of record.

NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM NAD 83/2007, CENTRAL ZONE.

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LEGEND

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

Drawn : SDK

Date: 08/16/2010

Scale: N/A

PROJECT NUMBER 60098501

REVISIONS

SHEET NUMBER 2 OF 2

EXHIBIT "C"
CERTIFICATE OF COMPENSATION

SECTION 32.06 (2a) WISCONSIN STATS.

DATED THIS 30 DAY OF Sept., 2010

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: Hafenbredl, LLC

Mortgagee(s): Baylake Bank recorded December 20, 2006 as Document No. 702017 and 702018.

Land Contract Vendor(s): None

Lienholder(s): 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 \$200.00


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 Door 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 was drafted by Cheri F. Barna on behalf of American Transmission Company LLC, PO Box 47, Waukesha, Wisconsin 53187-0047.

ADDENDUM

The undersigned landowner, this 30 day of Sept, 2010, does hereby waive the Notice of Right of Appeal as aforementioned in Exhibit "C" - Certificate of Compensation in accordance with Section 32.06(2a) 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: Michael Hafenbredl
 Member of: Hafenbredl, LLC


 Signature: Constance Hafenbredl
 Member of: Hafenbredl, LLC

 (SEAL)
 Signature:

 (SEAL)
 Signature:

 (SEAL)
 Signature:

 (SEAL)
 Signature:

 (SEAL)
 Signature:

 (SEAL)
 Signature:

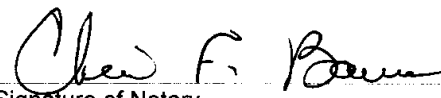
ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
 COUNTY OF Door)

Personally came before me this 30 day of Sept, 2010, Michael Hafenbredl, and Constance Hafenbredl of the above named Hafenbredl, LLC

known to be the person(s) who executed the foregoing instrument and to me known to be such Michael Hafenbredl and Constance Hafenbredl of said LLC, and acknowledged that they executed the foregoing instrument as such offices, as the deed of said LLC, by its authority.

Seal
 Affixed


 Signature of Notary

Cher F. Baum
 Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) 2-27-11