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**Declaration of Restrictive Covenants
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**OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDS**

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**Charles D. Koehler
Herrling Clark Law Firm Ltd.
800 North Lynndale Drive
Appleton, WI 54914**

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ENVELOPE

Parcel Identification Number (PIN)

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DECLARATION OF RESTRICTIVE COVENANTS

River's Edge Subdivision Village of Kimberly, Wisconsin

The following Restrictive Covenants are established by the Village of Kimberly, a Wisconsin Municipal corporation (hereinafter "Village") and binding upon the property known as Lots 1 through 48 inclusive, (hereafter a "Lot" or collectively the "Lots") of River's Edge Subdivision, Village of Kimberly, Outagamie County, Wisconsin (the "Subdivision"). These Restrictive Covenants shall be covenants running with the land, and shall be binding upon all present and subsequent owners of the Lots as provided herein, and for the benefit of and the limitations of all future owners and persons claiming under them.

PART 1

GENERAL RESTRICTIONS

1. PURPOSE

The purpose of these covenants is to ensure the use of the Subdivision for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Subdivision, to seek the use of quality materials and workmanship, and to maintain the desired atmosphere and appearance of the Subdivision, and thereby to secure to each Lot owner the full benefit and enjoyment of their Lot.

It is intended that these restrictions shall be for the benefit of all Lot owners. It is further intended that these restrictions shall maintain a residential area and no trade or business shall be conducted thereon which shall become a nuisance or annoyance.

It is further the purpose of these Covenants to create buyback rights of any Lot sold by the Village if construction time limits set forth in these Covenants are not met by the owners of any Lot in violation of these time limits.

2. VILLAGE/COUNTY ORDINANCE

The laws, rules, and regulations of the Zoning Ordinances of the Village of Kimberly, as in effect on the date hereof, and as amended hereafter, shall apply to all of the Lots subject to these Restrictive Covenants. Any buildings to be constructed on the Lots and the use of the Lots, shall comply with such ordinances.

All Lot owners shall comply with all requirements noted on the Plat for the Subdivision and on the Drainage Plan for the Subdivision; copies of which are available from the Village.

3. WETLAND/FLOODPLAIN

All Lot owners shall comply with all wetlands and floodplain rules and regulations established by the Village of Kimberly, Outagamie County, and State of Wisconsin and U.S. government authorities and agencies.

4. FOUNDATION/BASEMENTS

All buildings shall be erected on permanent foundations of concrete, stone or like material and no building shall be erected upon posts. Every residence building shall have a basement under the entire first floor of the building with a basement depth of at least seven (7) feet eight (8) inches.

All basements must be constructed with a full basement vapor barrier.

The basement shall contain an approved, sealed sump pump crock.

All home shall have an approved active radon system.

For Lots 1 through 40, all sump pumps shall discharge directly to the mini-storm sewer system provided to each lot. Only sump-pump discharge shall be connected to the mini-storm sewer system (no down-spouts, roof drains or yard drains.) A separate storm sewer connection will be provided for roof drains/downspouts.

Exposed and/or walk out basements shall NOT be excluded from any of the requirements of this section.

5. LAND USE AND BUILDING TYPE

No Lot, whether alone or in combination with one or more other Lots in this Subdivision, shall be used except for single family, or two family where properly zoned, residential purposes and restricted as follows:

- A. All single family dwellings, and each unit in every two family dwelling, shall have not less than a two-car garage attached thereto, provided that the total garage as attached thereto may not exceed a use for four (4) automobiles plus a reasonable area for such things as storage of lawn and garden maintenance equipment.
- B. All dwellings that require a minimum square footage of 1,500 square feet or above for a single story shall have a roof pitch of not less than 7/12. All other dwellings shall have a roof pitch of not less than 6/12.
- C. One single story storage shed shall be allowed per single family lot, and two single story storage sheds shall be allowed per duplex lot, one on each side of the lot. Said shed shall be located to the rear of the dwelling on said lot, shall have a maximum storage area not to exceed 144 square feet, and shall be constructed in a style and of materials that are similar to those used in the construction of the dwelling located on said lot.
- D. Lots 27 and 43 shall be Planned Unit Development, consisting of twin dominiums. These twin dominiums shall be owner occupied, and shall not be available as rental units, and shall be governed by Homeowners' Association agreements.
- E. From the date of Deed from the Village to the owner, each Lot owner is required to commence construction of a dwelling on said Lot within twelve (12) months, except Lots 27 and 43 (PUD Lots) which shall be governed by a separate Development Agreement between the Village of Kimberly and a builder to be named later. If a lot owner resells the lot, the date for construction

of a building shall remain the date of original purchase and deed from the Village of Kimberly to the first owner.

- F. From date of visible commencement of construction, construction of each single and two family dwelling shall be completed, including exterior and interior, within eighteen (18) months thereafter.
- G. Lots 1 through 26, 28 through 42, and 44 through 48 are designated as single family dwelling lots. Lots 27 and 43 are designated as Planned Unit Development (PUD) Lots. PUD Lots are the only lots that may be two family dwellings instead of single family dwellings.

6. ARCHITECTURAL CONTROL

No dwelling or other house or structure or fence may be erected on any lot in this Subdivision until the plans and specifications have been submitted to, and approved in writing by, the Village of Kimberly. All plans and specifications shall be delivered to:

Danielle Block
Village of Kimberly
515 W. Kimberly Avenue
Kimberly, WI 54136

If the Village fails to approve or disapprove such plans and/or specifications within thirty (30) days after same have been received by it, said plans and specifications shall be deemed to have been approved.

7. MINIMUM FLOOR AREA AND DESIGN

All structures to be erected in the Subdivision shall be of a pleasing and harmonious external design and shall conform with all established setback lines; and any dwelling which fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of the Village. The square footage of the main structure, exclusive of open porches, breezeways and garages shall not be less than:

Reference Lots 11-21, the single family dwellings construction thereon shall have a minimum of 2,500 square feet on the first floor or a 2-story minimum square footage of 2,800 square feet, or a minimum of 2,100 square feet on the first floor if the dwelling has a walk-out finished basement of at least 1,000 square feet.

Reference Lots 7-10, and Lots 22-26, and Lots 44-48 shall have a requirement of a minimum of 2,000 square feet on the first floor or a two story minimum square footage of 2,400 square feet.

Reference Lots 1-6, and Lots 28-40, and Lots 41-42 shall have a requirement of a minimum of 1,700 square feet on the first floor or a two story minimum square footage of 2,000 square feet.

In the Planned Unit Development, the minimum square footage per unit shall be 1,500 square feet on the first floor, making a total minimum of 3,000 square feet for the two (2) units in the two (2) family dwellings.

Every residence shall have a basement under the entire first floor of building with a basement depth of at least seven (7) feet eight (8) inches.

All duplex residential homes constructed within the Subdivision are required, at a minimum, to have 1/3 of the front of the home covered by varying materials other than vinyl siding, to include, but not be limited to board and batten, stucco, cedar impressions, stone or brick; and all single family homes shall have a minimum of 1/2 of the front of the home covered by varying materials other than vinyl siding, to include, but not be limited to board and batten, stucco, cedar impressions, stone or brick. All homes must be "stick-built" on site and shall not be modular or pre-fabrication construction.

8. GRADE

No structure or landscaping (lawn) shall be permitted until proper grades for each have been set, in accordance with the approved drainage plan for the Subdivision, by a land surveying firm approved by the Village, the cost of which shall be borne by the Lot owner.

9. NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or become, an unreasonable annoyance or nuisance to other Lot owners or occupants of dwellings in the Subdivision.

10. SIGNS AND ANTENNA

No sign or antenna, including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows: One sign of not more than six (6) square feet advertising the property as being for sale erected by a builder to advertise the property the builder owns and is seeking to sell during the construction and sales period, except that the Village may utilize signs of any size for advertising properties in the Subdivision for sale.

It is not a violation of this section for each lot to have one satellite receiver for residential television reception of the standard minimum size offered by satellite service providers such as, but not limited to, "Dish" or "Direct TV", which dish shall be either roof mounted or pole mounted, and which shall be placed within the rear lot or side lot setbacks under the Village zoning and subdivision ordinances.

11. USED BUILDINGS

No previously existing or constructed dwellings or garages may be moved onto any lot within this subdivision.

12. COMPLETION OF HOME

Construction of all residential buildings shall be completed on the outside and inside before occupancy and both the outside and inside shall be completed within eighteen (18) months of visible commencement of work. Lawns shall be completed within one (1) year of occupancy. All driveways shall be hard surfaced in concrete, asphalt or paver brick, within one (1) year of occupancy of a then constructed residential home. All driveway aprons shall be constructed in a manner that does not interfere with snow plowing equipment of the Village.

13. CONSTRUCTION SITE

At all times during construction, the site shall be maintained to a reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers and out of public view.

14. TEMPORARY STRUCTURES, OUTBUILDINGS OR TRAILERS

Except as may be authorized by the Village, no structures of a temporary nature, nor trailers, tents, shacks, barns or similar structures shall be permitted on any Lot, either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, motor homes, snowmobiles, boats, trailers, motorcycles, mini-bikes, fishing shanties, etc., must be stored inside buildings.

15. TRASH

All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick-up, except as may be otherwise authorized by applicable ordinance.

16. FILL

The Village reserves the right to direct the disposition of any fill, including excess excavation fill, which is to be removed from the lot at the lot owner's expense. However, such disposition as directed by the Village shall be within a five (5) mile radius of the Lot from which it is being removed.

17. ZONING, HEALTH AND OTHER LAWS AND REGULATIONS

All zoning, health and other laws, ordinances and regulations promulgated by the Village of Kimberly, Outagamie County, or the State of Wisconsin, which pertain to said Subdivision shall be strictly observed and complied with.

18. UNLICENSED VEHICLES AND SALVAGE MATERIALS

No unlicensed vehicles or junk yards or storage area for cars or other salvage materials of any nature shall be permitted on any Lot or combination of lots within the Subdivision.

19. COMMERCIAL BUSINESS

Except as may be permitted by local zoning regulations, no commercial business shall be allowed or conducted at any time from any Lot or combination of lots within the Subdivision, excepting only work performed at home by the owners of the Lot that does not involve customers, clients, or patients coming to and from the home, but business advertising signs involving business work done at home by the lot owner remain prohibited.

20. TERM

These covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in accordance with the requirements and procedures set forth in paragraph 21.

21. AMENDMENT

These covenants may be amended, waived or removed by the execution and recordation in the office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the Lot owners, provided that so long as the Village is the owner of any Lot or property affected by these covenants, or amendment thereof, no such amendment, waiver or removal will be effective without the Kimberly Village Board's prior written consent, in recordable form. Further, so long as the Village shall own any property in the Subdivision, the Village, by itself alone, shall be entitled to amend, waive, or remove any one or more of these covenants, and grant variances pursuant to section 24 below.

22. ANIMALS

No animals, except as normal household pets, shall be kept, bred or raised on any Lot in this Subdivision

23. FENCES AND LANDMARKS

No wall, fence (excluding hedge fences) of any kind whatsoever shall be constructed upon any lot within the Subdivision unless the height, type, design and location thereof have the express written approval of the Village, which may be granted or denied in the sole discretion of the Village.

24. VARIATION

Variations in any of these covenants may be permitted by the Village, so long as the Village owns at least one Lot in the Subdivision, where the Village is reasonably satisfied that such variations will be pleasing and generally in line with adjacent properties and not be a detriment to the Subdivision as a whole.

25. ENFORCEMENT

If any Lot or person(s) in possession of any Lot or dwelling on any Lot within the Subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any Lot or owning or occupying any dwelling on any Lot in the Subdivision, or the Village whether the Village still owns Lots or property in the Subdivision or not, to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenant, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain the violation. Upon successful enforcement the person(s) in violation of these Covenants shall reimburse the enforcing party (s) for reasonable costs and reasonable attorneys' fees for obtaining such successful enforcement. No legal action may be commenced without first giving person(s) violating the Covenants written notice of the violation and thirty (30) consecutive days to cure such violation.

26. INVALIDITY OF ANY COVENANTS

Should any one of these covenants for any reason be declared invalid, such declaration shall not affect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

27. BENEFIT

These Restrictions shall be binding on and inure to the benefit of the Village, all subsequent owners, or any other persons with an interest in any property in this Subdivision, their heirs, personal representatives, successors and assigns.

28. SIDEWALK/STREET ASSESSMENT

The owners of all Lots will be assessed by the Village of Kimberly for streets and sidewalks when installed by the Village of Kimberly in accordance with procedures set forth in Village ordinances and State statutes for imposing special assessments. All Lot owners hereby acquiring a Lot in the Subdivision acknowledge and consent that all such Lots will specially benefit from the installation of streets and sidewalks entitling the Village to impose special assessments thereon.

29. EASEMENTS

All easements and right-of-ways, as recorded on the final plat for the Subdivision, shall remain in full force and effect.

30. DRAINAGE PLAN AND CULVERTS

All Lot owners shall comply with the master surface water drainage plan on file with the Village of Kimberly and County of Outagamie.

31. GOVERNMENT PERMITS

The owner of each Lot shall secure all government permits, such as building permits, needed before any improvements are made to any Lot.

32. POND

The land encompassing the area designated as "Cedars West Pond" on Exhibit A attached hereto and incorporated herein, has been deeded to the Village of Kimberly. The Village of Kimberly will maintain the Pond pursuant to its Ordinances and desires, and will assess the owners of the Lots for such maintenance pursuant to the Village of Kimberly Ordinances and assessment policies. Cedars West Pond shall not be accessible for use by any Lot owners, except by an owner of a Lot that adjoins Cedars West Pond. Any Lot owners that adjoin Cedars West Pond may not walk across, or go upon, any other Lot owner's property that adjoins Cedars West Pond.

33. VILLAGE BUYBACK RIGHTS.

If any Lot owner fails to commence construction or complete construction of a dwelling within the time limits set forth herein the Village is hereby entitled in its discretion to buy back the Lot in violation, in addition or in alternative to any other remedy set forth herein for violation of these Covenants, and if the Village makes such election to buy back the Lot in violation of construction time limits the owners shall sell said Lot free and clear of liens and encumbrances back to the Village, at the same purchase price that was paid to the Village, for the original sale of said Lot by the Village to the first buyer of the Lot, and title shall be conveyed to the Village by warranty deed, on a date and time specified by the Village. Said owners shall also be responsible to pay all closing costs, real estate transfer fees, title insurance premiums, closing fees, and a \$500.00 administration fee to the Village, all of which may be deducted from owner's proceeds at time of sale. These rights are enforceable by equitable relief in court and if the Village is compelled to obtain relief in court to enforce these provisions the owner shall also pay for all reasonable costs and reasonable attorney's fees of the Village incurred for enforcement of this provision.

**PART II
HOMEOWNER'S ASSOCIATION**

1. There is hereby formed a Homeowner's Association entitled "River's Edge Homeowner's Association" (the "Homeowner's Association"). The members of the Homeowner's Association shall be all the owners of Lots 1 through 48. Each Lot is entitled to only one (1) vote no matter how many individual owners own the Lot. Homeowner's Association may elect any officers it deems necessary to carry out its duties. As long as the Village owns any Lot, the Village Administrator shall be the President of the Homeowner's Association. At least 10 days written notice of all meetings of the

Homeowner's Association shall be given to all Lot owners (except in the case of an emergency meeting). The Majority vote of the Lot owners present at any Homeowner's Association meeting shall constitute action of the Homeowner's Association; provided that as long as the Village owns any Lot, the Village's vote, even if in a minority, shall control the actions of the Homeowner's Association. This Association may be incorporated (but is not required to be) by the Village as a non-stock non-profit corporation under Chapter 181 Wisconsin Statutes, or by majority vote of the members of the Association at such time that the Village no longer owns any Lots in the Subdivision.

**PART III
ELECTRICAL TRANSMISSION EASEMENT**

1. There exists a ninety (90) foot wide easement (the "Easement") through the Subdivision for purposes of electrical line transmission, a copy of which Easement is attached as Exhibit B hereto and incorporated herein. The Easement currently houses a single circuit 138KV overhead transmission line supported by steel lattice towers on concrete foundations. The owner of the Easement, American Transmission Company, LLC ("ATC") has granted permission to the Village to develop the Subdivision within the Easement; subject to certain restrictions as outlined on the Rivers Edge Plat, a copy of which is attached hereto and incorporated herein as Exhibit C. Those restrictions include the obligation of all owners of Lots 14, 15, 27 and 28 (the "Easement Lots") must have all plans for building any improvements on such Lots priorly approved in writing by ATC. Such requests for approval should be completed using the ATC Encroachment Request Form, a copy of which is attached hereto and incorporated herein as Exhibit D and sent to:

American Transmission Company
P.O. Box 6113
De Pere, WI 54115-6113
Attn: Matt Ernst, Real Estate and Right-of-Way Representative

All owners of the Easement Lots agree to abide by all the restrictions contained in Exhibit A, including maintaining safe working clearances around all transmission structure and no excavation within 20 feet of any transmission structure without plans being submitted to ATC to review excavation impacts. All owners of the above mentioned Easement Lots hereby agree to protect, indemnify, and hold harmless the Village and its officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney fees) in connection therewith, which may be made or brought against or incurred by the Village, or its officers, agents, or employees as a result of injury or death of any person or damage to any property arising out of any activity or use by Easement Lot owners of the Easement area.

EXHIBIT C

ATC EASEMENT NOTES:

LINES, UNDER WIND-DISPLACED CONDITIONS STATED IN RULE 234A2, SHALL NOT BE RUN OVER DESIGNATED MATERIAL STORAGE AREAS WHERE MATERIAL IS REGULARLY STORED AND HANDLED BY CRANES, DUMP TRUCKS, ELEVATORS, OR OTHER TYPES OF HIGH MACHINERY UNLESS THE CLEARANCE OF SUCH LINE IS ADEQUATE TO PERMIT FULL USE OF THE EQUIPMENT. MATERIAL WHICH REQUIRES THE USE OF SUCH HIGH MACHINERY SHALL NOT BE STORED NEAR OR UNDER EXISTING LINES.

ANY PLANTINGS MUST BE LIMITED TO SPECIES THAT ARE LESS THAN 15' AT MATURE HEIGHT, MUST NOT BE PLANTED UNDER THE WIRES, AND MUST NOT HINDER ACCESS ALONG THE ROW. ATC HAS TREE TRIMMING AND CLEARING RIGHTS WITHIN THE EASEMENT AREA. IF ANY OF THESE PLANTINGS PROVE TO BE A PROBLEM IN THE FUTURE, THESE TREES WILL BE TRIMMED AND/OR REMOVED.

ATC SHOULD NOT BE HELD LIABLE FOR THE CARE OF ANY PLANTINGS OR THE REPLACEMENT OF THEM SHOULD DAMAGE OCCUR BECAUSE OF MAINTENANCE OR CONSTRUCTION IN THE EASEMENT AREA. PLANTINGS SHOULD BE KEPT TO A MINIMUM. A LETTER OF AGREEMENT SHOULD BE ESTABLISHED TO DOCUMENT THAT ATC IS NOT TO BE HELD LIABLE.

DRIVEWAYS ARE GENERALLY ALLOWED WITHIN THE ATC EASEMENT AREA. HOWEVER, ATC DOES NOT ALLOW GRADE CHANGES OF MORE THAN ONE FOOT WITHIN THE EASEMENT. ANY DRIVEWAYS WOULD NEED PRIOR APPROVAL.

THERE ARE TO BE NO FIRE PITS PLACED WITHIN THE EASEMENT AREA, FIRE AND SMOKE CAN BE HARMFUL TO WIRES AND INSULATORS. THE SMOKE AND AIRBORNE PARTICLES CAN CAUSE A COATING TO FORM ON THE WIRES AND CAUSE OUTAGES. A PERSON CAUSING THE OUTAGE CAN BE HELD LIABLE FOR ASSOCIATED DAMAGES.

ACCORDING TO RULE PSC114.234C1C, DWELLINGS CANNOT BE PLACED UNDER A TRANSMISSION LINE, OR WITHIN THE WIND DISPLACED POSITION OF THE LINE. ANY REQUEST FOR A DWELLING NEEDS TO BE KEPT OUTSIDE THE EASEMENT AREA. A DWELLING UNIT IS REFERRED TO AS ONE OR MORE ROOMS FOR THE USE OF ONE OR MORE PERSONS AS A HOUSEKEEPING UNIT WITH SPACE FOR EATING, LIVING, AND SLEEPING, AND PERMANENT PROVISIONS FOR COOKING AND SANITATION.

THE OWNERS OF LOTS 14, 15, 27, 28 AND OUTLOT 1 MUST HAVE ALL PLANS FOR BUILDING ANY IMPROVEMENTS ON SUCH LOTS PROPERLY APPROVED IN WRITING BY ATC SUCH REQUEST FOR APPROVAL SHOULD BE SENT TO : AMERICAN TRANSMISSION COMPANY
ATTN REAL ESTATE AND RIGHT OF WAY DEPARTMENT
P.O. BOX 8113
DEPERE, WI 54115-6113

McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

Project No. K0001 91700277.00 Date FEB, 2018 Scale 1"=200'

Drawn By DEW Field Book _____ Page _____

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1026 NEENAH, WI 54957-1026
Tel: (920) 751-4200 Fax: (920) 751-4284

File No.



**REQUEST TO USE AMERICAN TRANSMISSION COMPANY
PROPERTY OR EASEMENT AREA**

This letter responds to your recent inquiry regarding use of a portion of ATC lands or easement area. To help us evaluate your request, we ask you to please:

- 1) Complete the attached form. If you require additional space, please continue on the reverse side of the form.
- 2) Include a map, survey, plat and/or sketch that shows the ATC property or easement area and the exact location of the proposed use relative to the ATC property/easement and ATC facilities.

Please mail, email or fax these items to:

Matt Ernst
801 O'Keefe Rd.
De Pere, WI 54115-6113
mernst@atcinc.com

if using USPS: P O Box 6113

We will review your written request and associated materials and proceed with the necessary internal reviews. Please expect a response about 20 working days after we receive your request.

When the necessary internal reviews are complete, we will provide you our response. If the proposed use is approved, we will send the appropriate document along with an explanation of what will happen prior to the permission taking effect.

If you have questions or concerns, please call me at 920-338-6573.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Ernst", is written over a faint, larger version of the signature.

Matt Ernst
Real Estate Representative

Enclosure

ATC ENCROACHMENT REQUEST FORM

To expedite the processing of your request to use American Transmission Company LLC (ATC) property or easement area, please provide the following information:

REQUESTOR INFORMATION	
NAME:	_____
AGENCY (and/or) EMAIL:	_____
ADDRESS:	_____
TELEPHONE NO. _____	street _____ city _____ state _____ zip code _____ email address: _____
PROPERTY INFORMATION	
PROPOSAL LOCATION:	_____
	PROPERTY ADDRESS AND/OR NEAREST CROSS STREET(S)
MUNICIPALITY:	_____ COUNTY: _____ STATE: _____
	_____ 1/4, SECTION _____, TOWNSHIP _____ NORTH, RANGE _____ EAST/WEST
ATC IS USING PROPERTY FOR:	<input type="checkbox"/> Overhead Electric Line <input type="checkbox"/> Underground <input type="checkbox"/> Substation
ATC FACILITIES LOCATED ON PROPERTY:	_____
	(Please include structure/pole identification number and photographs of site, including ATC structures, if available)
PROPOSED/REQUESTED USE OF PROPERTY	
(Please provide pertinent easement recording information, if available)	
REQUESTED USE:	_____

(please be very specific...type of use; size of area needed; if installation, size of installation; if underground, depth; attach map or survey showing area needed)	
PROPOSED START DATE OF USE:	_____
PROPOSED END DATE OF USE (TERM):	_____
COMMENTS:	_____

SIGNATURE: _____ DATE: _____

Completed form, map(s) and other information to be U.S. Mailed or emailed to the following:

Matt Ernst
American Transmission Company
PO Box 6113
De Pere, WI 54115-6113
memst@atcllc.com
Office: 820-338-6573