

## UNDERGROUND ELECTRIC EASEMENT

The **City of Madison**, a Wisconsin municipal corporation (the "Grantor") being the owner of the property hereinafter described, located at **7997 Raymond Road**, in the City of Madison, Dane County, Wisconsin, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, set over and convey to **Wisconsin Power and Light Company**, a Wisconsin corporation (the "Grantee"), a 20-foot-wide permanent easement for underground electric utility purposes ("Easement") in, on, under and through a portion of the City's property, as described on attached Exhibit A and depicted on attached Exhibit B (the "Easement Area").

This Easement is subject to the following terms and conditions:

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RETURN TO: City of Madison  
EDD – Office of Real Estate Services  
P.O. Box 2983  
Madison, WI 53701-2983

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Tax Parcel No.: 251-0608-034-0098-0

1. Use. The Grantee's use of the Easement Area shall be limited to the right to construct, install, maintain, operate, repair, inspect, replace, add, relocate and/or remove the underground electric facilities, including, but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment and other appurtenant equipment associated with the underground electric line (collectively, the "Facilities").
2. Access. The Grantee and its agents shall have the right of reasonable ingress and egress across the Easement Area.
3. Restrictions on Use. Notwithstanding the provisions of Paragraph 1, the Grantee's use of this Easement shall be restricted as follows:
  - a. No boxes, switch-gears, meters, valves, or other above-ground facilities will be allowed in the Easement Area without prior written approval of the Grantor.
  - b. This Easement shall not be used for the purpose of constructing or operating a video service, as that term is defined by Wis. Stat. Section 66.0420(2)(y)., without first obtaining a franchise from the State of Wisconsin.
  - c. Grantee shall not use the Easement Area for open storage of or permanent parking of vehicles or equipment of any kind.
4. Construction, Repair and Maintenance.

- a. With the exception of routine maintenance and repairs and normal utilization of the Facilities, no changes to or alterations of the Facilities shall be permitted without the prior written approval of applicable plans and specifications by the Grantor.
  - b. The work of construction, repair and maintenance shall be done and completed in a good and professional manner at the sole expense of the Grantee and shall be performed in such a manner as in no way to interfere with or endanger the use of the Easement Area. In all cases, the Grantee shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction, repair or maintenance activity.
  - c. No trees or plantings shall be removed from the Easement Area or otherwise disturbed without the prior written approval of the Grantor.
  - d. Following the final grading of the Easement Area (or as soon thereafter as weather reasonably permits), the Grantee will promptly restore the Easement Area in a manner satisfactory to the Grantor.
  - e. Following the restoration of the Facilities and Easement Area, no grade change to the Easement Area shall be made by the Grantor or Grantee (together, the "Parties") without the prior written approval.
5. Reasonable Use and Occupation by City. The Grantor reserves the right of reasonable use and occupation of the Easement Area, provided that such use and occupancy shall not interfere with or disturb the installation, operation, maintenance, repair, replacement and/or modification of the Facilities. If any reasonable use and occupation of the Easement Area by the Grantor shall necessitate the Grantee to remove or relocate the Facilities or any part thereof, the Grantee shall perform such work at such time as the Grantor may approve; at the expense of the Grantee.
6. Term. This Easement shall continue for so long as the Facilities are in use, and in the event and to the extent that the Facilities shall be removed or abandoned then this Easement shall terminate and the Grantee will execute and deliver to the Grantor such document(s) as may be requested for the purpose of further evidencing the termination of the rights granted hereby.
7. Notice of Entry. Except for emergencies, routine maintenance and repairs, and normal utilization of the Facilities, the Grantee shall give the Grantor at least thirty (30) days written notice before entering upon the Easement Area for construction purposes or for the purpose of performing significant alteration to or removal of the Facilities.
8. Termination. In the event the Grantee defaults in the performance of any term or condition of this Easement and fails to remedy such default within thirty (30) days after written notice from the Grantor, the Grantor shall have the right, at its sole option, to declare this Easement void and terminate the same. Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty

(30) days, then the Grantee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Grantee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

9. Restoration of Easement Area. Upon the termination of this Easement for any cause, the Grantee shall remove the Facilities and all appurtenances and shall promptly restore the Easement Area in a manner satisfactory to the Grantor.
10. Indemnification. The Grantee shall be liable to and agrees to indemnify, defend and hold harmless the Grantor, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Grantor or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Grantee or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Easement, regardless of the cause of the injury or damage, except to the extent caused by the sole negligence or willful misconduct of the Grantor, its officers, officials, agents, or employees.
11. Authorized Agent. The City of Madison's Storm Water Engineer or a designee is hereby designated as the official representative of the Grantor for the enforcement of all provisions of this Easement, with authority to administer this Easement lawfully on behalf of the Grantor.
12. Notices. All notices to be given under the terms of this Easement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the Parties specified below:

For the Grantor: Office of Real Estate Services  
Attn: Manager  
P.O. Box 2983  
Madison, WI 53701-2983

For Grantee: Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
P.O. Box 77007  
Madison, WI 53707-1007

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

13. Compliance. The Parties shall comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
14. Severability. If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by law.
15. Binding Effect. This Easement shall inure to the benefit of the Grantee and shall be binding upon the Grantor, and their respective successors and assigns.

**[Signature Page to Follow]**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF MADISON**

By: \_\_\_\_\_  
Paul R. Soglin, Mayor

By: \_\_\_\_\_  
Maribeth L. Witzel-Behl, City Clerk

State of Wisconsin     )  
  )ss.  
County of Dane         )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
(Print or Type Name)  
My Commission expires: \_\_\_\_\_

State of Wisconsin     )  
  )ss.  
County of Dane         )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above named Maribeth L. Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
(Print or Type Name)  
My Commission expires: \_\_\_\_\_

Execution of this Easement by the City of Madison is authorized by Resolution Enactment No. RES-18-\_\_\_\_\_, File ID No. \_\_\_\_\_, adopted by the City of Madison Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Engineering Project No. B000416  
Real Estate Project No. 11456

**EXHIBIT A**  
Legal Description of Easement Area

An easement twenty (20) feet in width lying ten (10) feet on both sides of the following described reference line:

Commencing at the Northern Corner of Lot 1, Certified Survey Map Number 12283, recorded on October 16, 2007, in Volume 76 of Certified Surveys on Pages 99-102, as Document Number 4366425 in the office of the Register of Deeds for Dane County, Wisconsin; said Northern Corner also being the Westerly Corner of Grantor's property; thence South 73°45'45" East, 214.81 feet along the Grantor's southerly property line to the Point of Beginning; thence North 57°12'31" West, 168.32 feet; thence North 30°28'04" West, 17.77 feet to the southerly margin of Raymond Road and there terminating. The side margins of the easement strip are lengthened or shortened to end at the property lines that are intersected by the above described reference line.

The Easement Area is subject to the following existing easements:

1. Permanent Sanitary Sewer Easement granted to Madison Metropolitan Sewerage District, recorded on June 18, 199 as Document No. 3125395.
2. Private Signage and Ingress/Egress rights retained/reserved by Meriter Hospital, Inc. in Warranty Deed 3882923.
3. Unrecorded Temporary Limited Easement granted to the City of Madison expiring on December 31, 2019.

# EXHIBIT B

LOCATED IN PART OF THE NE 1/4 AND SE 1/4 OF SECTION 03,  
T 6 N, R 8 E, CITY OF MADISON, DANE COUNTY, WISCONSIN



BEARINGS REFERENCED TO  
NORTH LINE OF CSM NO. 12283  
BEARING S73°45'45"E

EAST QUARTER CORNER  
SECTION 3, T6N, R8E

## COURSE TABLE

A - B	S73°45'45"E	214.81'	(S73°45'45"E) (S74°09'41"E)
B - C	N57°12'31"W	168.32'	
C - D	N30°28'04"W	17.77'	

NOTE: ROUTE SHOWN ON MAP IS DESCRIBED  
BASED ON CENTERLINE OF EASEMENT.

RAYMOND ROAD

Right-of-way Line Transportation  
Project Plat No. 5992-09-81-4.05 &  
Decl. of R/W Doc No. 5316350

NE1/4 - SE1/4  
SEC. 3

LANDS BY:  
CITY OF MADISON  
Doc No. 3882923,  
Except Doc No.  
5316350

LANDS BY:  
MERITER HOSPITAL INC.

LOT 1  
CERTIFIED SURVEY MAP  
No. 12283

### LEGEND

( ... )	RECORDED AS
---	EASEMENT CENTERLINE
—	PROPERTY LINE
----	SECTION LINE
- - - -	ROAD RIGHT-OF-WAY LINE
⊙	FOUND SECTION CORNER MONUMENT
ENLARGEMENT OF EASEMENT	
—   10'   —	EASEMENT EDGE
—   20'   —	EASEMENT CENTERLINE
—   10'   —	EASEMENT EDGE
NOT TO SCALE	

P.O.C. (A)

P.O.B. (B)

(C)

(D)

(M66°81.00N)

EAST LINE OF SE1/4 - SE1/4 OF SECTION 3

DANE COUNTY ICE AGE  
TRAIL CORRIDOR

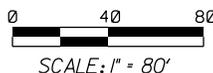
NORTH LINE OF CSM NO. 12283

EDGE OF DRIVEWAY



This drawing shall be used  
solely for easement description  
purposes and thus may only  
be relied upon for such purpose.

If this bar does not measure 1"  
then drawing is not to scale.



### WP&L ELECTRIC EASEMENT MAP

PROPERTY OWNER / EASEMENT GRANTOR:  
CITY OF MADISON

Drawn: TJT

Date: 09/22/2017

Scale: 1" = 80'

SHEET 1 OF 1