

EXHIBIT B

UNDERGROUND ELECTRIC EASEMENT

The **City of Madison**, a Wisconsin municipal corporation (“City”) being the owner of the property hereinafter described, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does grant, set over and convey to **Madison Gas and Electric Company**, a Wisconsin corporation (“Grantee”), a non-exclusive permanent easement for underground electric utility purposes (“Easement”) in, on, under and through the property legally described on attached Exhibit A and depicted on attached Exhibit B (“Easement Area”).

This Easement is subject to the following terms and conditions:

1. Use. The Grantee’s use of the Easement Area shall be limited to the right to construct, maintain, operate and/or remove underground electric facilities, including, without limitation, cables, wires, conduit and other appurtenances necessary for the transmission and distribution of electrical current and communication signals (collectively, the “Facilities”), together with the right of ingress and egress across the Easement Area for the purpose of access to and use of the Facilities.
2. 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 City.
 - 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. The Grantee shall not use the Easement Area for open storage of or permanent parking of vehicles or equipment of any kind.
3. Construction, Repair and Maintenance.
 - a. Initial construction of any Facilities shall not commence without the prior written approval of applicable plans and specifications by the City Parks Division Superintendent or the Superintendent’s designee (together, “City Parks”).
 - b. 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 City Parks.

RETURN TO: City of Madison
Economic Development Division
Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 251/0709-192-0904-3 (part of)

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- c. 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.
 - d. No trees or plantings shall be removed from the Easement Area or otherwise disturbed without the prior written approval of City Parks. Grantee shall take reasonable precautions to ensure all trees located within Glen Oak Hills Park are protected during any construction, repair or maintenance activities.
 - e. Any directional boring that is performed in the Easement Area shall be done as deep as possible to mitigate damage to the root structures of any trees located within Glen Oak Hills Park.
 - f. All areas affected by the work of the Grantee shall be promptly restored to original grade and vegetation or surface condition, including repair or replacement of pavement and concrete, by and at the expense of the Grantee after completion of said work (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to the City.
 - g. Following the installation of the Facilities and final grading of the Easement Area, no grade change to the Easement Area shall be made by either party without the prior written approval of City Parks.
4. Reasonable Use and Occupation by City. The City 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 City 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 City may approve, at no cost to the City. Should Grantee be requested to remove and/or relocate its Facilities, Grantor shall provide an alternate easement location agreeable to both parties.
5. 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 be released and the Grantee will execute and deliver to the City such document(s) as may be requested for the purpose of further evidencing the release of the easement rights granted hereby.
6. Notice of Entry. Except for the initial construction of the Facilities, emergencies, routine maintenance and repairs, and normal utilization of the Facilities, the Grantee shall give the City 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.

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7. 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 City, the City 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.
8. Indemnification. The Grantee shall be liable to and agrees to indemnify, defend and hold harmless the City, 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 City 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 the Easement Area and/or the City's 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, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees. This paragraph will survive termination, assignment or transfer of the Easement.
9. Restoration of Easement Area. Upon the termination of the 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 City.
10. Authorized Agent. The City Parks Superintendent, or designee, is hereby designated as the official representative of the City for the enforcement of all provisions of this Easement, with authority to administer this Easement lawfully on behalf of the City.
11. 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. If electing to utilize electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Easement.

For the City:

City of Madison Parks Division
Attn: Parks Superintendent
330 E. Lakeside Street
Madison, WI 53715
eknepp@cityofmadison.com and
parks@cityofmadison.com

With a courtesy copy to:

City of Madison
Economic Development Division

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Office of Real Estate Services
Attn: Manager
P.O. Box 2983
Madison, WI 53701-2983
lvest@cityofmadison.com and
ores@cityofmadison.com

For the Grantee: Madison Gas and Electric Company
Attn: Supervisor Rights-of-Way
P. O. Box 1231
Madison, WI 53701-1231
Email: RightsofWay@mge.com

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.

12. Compliance. The City and the Grantee 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.
13. 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.
14. Non-Discrimination. In the performance of its obligations under this Easement, the Grantee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Grantee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Easement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
15. Choice of Law, Venue, and Forum Selection. This Easement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Easement that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.
16. Amendment. The Easement may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.

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17. Binding Effect. This Easement shall inure to the benefit of the Grantee and their respective successors and assigns, and shall be binding upon the City and their respective successors and assigns.

[Signatures on following page]