

UNDERGROUND ELECTRIC EASEMENT

The **City of Madison**, a Wisconsin municipal corporation (the "Grantor") being the owner of the property hereinafter described, located at **1250 McKenna Boulevard** 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:

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.

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

Tax Parcel No.: 251-0708-354-0094-9

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 hereby 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 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 City, its officers, officials, agents, or employees.
11. Authorized Agent. The City of Madison's Park Superintendent 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.

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.

EXHIBIT A
(page 1 of 2)

Legal Description of Easement Area

A twenty (20) foot wide easement located in Lot 23 of Glacier Hills, Outlot 1 of CSM 4267, and in part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), and the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), and the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Thirty-six (36), Town Seven (7) North, Range Eight (8) East, City of Madison, Dane County, Wisconsin, the centerline of which is described as follows:

Centerline of Easement Line 1:

Commencing at the southeast corner of Lot 22, Glacier Hills Plat, as recorded on June 8, 1984 in Volume 54 of Plats, Page 45, Document No. 18737037 in the Office of Register of Deeds, Dane County, Wisconsin;

thence North 85°56'36" West, 7.3 feet, to the Point of Beginning of this centerline description,
thence South 31°27'27" East, 86.1 feet;
thence South 18°31'43" West, 164.8 feet;
thence South 79°54'10" West, 143.5 feet;
thence North 89°50'37" West, 159.1 feet;
thence North 66°34'03" West, 53.6 feet;
thence South 67°26'34" West, 73.0 feet;
thence South 57°35'20" West, 44.2 feet;
thence North 79°09'07" West, 55.3 feet;
thence North 66°09'49" West, 72.0 feet;
thence North 80°39'44" West, 72.2 feet;
thence South 74°17'49" West, 71.8 feet;
thence South 44°18'48" West, 81.3 feet;
thence South 31°55'21" West, 92.6 feet;
thence South 37°51'45" West, 60.3 feet;
thence South 57°56'45" West, 28.6 feet;
thence North 58°50'56" West, 71.6 feet;
thence South 87°15'39" West, 41.6 feet;
thence South 34°04'49" West, 40.1 feet;
thence South 82°37'12" East, 23.5 feet, and there terminating.

Centerline of Easement Line 2:

Commencing at the southeast corner of Lot 22, Glacier Hills Plat, as recorded on June 8, 1984 in Volume 54 of Plats, Page 45, as Document No. 18737037 in the Office of Register of Deeds, Dane County, Wisconsin;

thence North 85°56'36" West, 7.3 feet, to the Point of Beginning of this centerline description,
thence South 31°27'27" East, 86.1 feet;
thence South 18°31'43" West, 164.8 feet;
thence South 36°52'26" West, 702.3 feet;
thence South 68°55'54" East, 890.0 feet, and there terminating.

EXHIBIT A
(page 2 of 2)

Note: The Easement Area is subject to the following existing easements:

1. Easement granted to Madison Metropolitan Sewerage District, recorded on September 26, 1968 as Document No. 1224437.
2. Easement for underground and overhead public and private utilities reserved pursuant to Amended Resolution regarding street vacation recorded as Document No. 1832577.
3. Non-Exclusive Underground Utility Easement to Wisconsin Power and Light Company recorded October 11, 1995 as Document No. 2710762.
4. Utility easement created by Certified Survey Map (CSM) No. 4267 in Outlot 1, recorded on January 4, 1984 as Document No. 1815577.



EXHIBIT B
EASEMENT DESCRIPTION MAP
20' WIDE EASEMENT - 10' EACH SIDE OF CENTERLINE

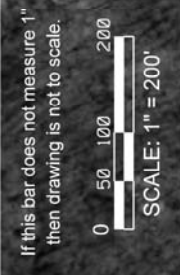
BEARINGS REFERENCED TO THE
 WISCONSIN COUNTY COORDINATE SYSTEM
 (DANE COUNTY)
 NAD 83 (2011)
 2010 AERIAL PHOTO

CENTERLINE LINE TABLE
 FROM POB:

LINE 1		LINE 2	
A	S31°27'27"E 86.1'	A	S31°27'27"E 86.1'
B	S18°31'43"W 164.8'	B	S18°31'43"W 164.8'
C	S79°54'10"W 143.5'	CC	S36°52'26"W 702.3'
D	N89°50'37"W 159.1'	DD	S68°55'54"E 890.0'
E	N66°34'03"W 53.6'		
F	S67°26'34"W 73.0'		
G	S57°35'20"W 44.2'		
H	N79°09'07"W 55.3'		
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M	S31°55'21"W 92.6'		
N	S37°51'45"W 60.3'		
O	S57°56'45"W 28.6'		
P	N58°50'56"W 71.6'		
Q	S87°15'39"W 41.6'		
R	S34°04'49"W 40.1'		
S	S82°37'12"E 23.5'		



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



20' WIDE UG. ELECTRIC EASEMENT
 PART OF THE NE-SE, SEC. 35, T7N, R8E,
 CITY OF MADISON, DANE COUNTY, WI.

Drawn: SJF Date: 06/30/2018
 Scale: 1" = 200' SHEET 1 OF 1