

UNDERGROUND ELECTRIC UTILITY EASEMENT

The **City of Madison**, a Wisconsin municipal corporation (the “City”) being the owner of the property hereinafter described, in consideration of the sum of Ten Dollars (\$10.00) 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 (the “Grantee”), a non-exclusive permanent easement for underground electric utility purposes (“Utility Easement”) in, on, under and through the “Utility Easement Area” described on attached Exhibit A and depicted on attached Exhibit B.

This Utility Easement is subject to the following terms and conditions:

1. Use. The Grantee’s use of the Utility Easement Area shall be limited to the right to construct, maintain, operate and/or remove underground electric facilities, including, without limitation, cables, wires and conduit (collectively, the "Facilities"), together with the right of ingress and egress across the Utility 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 Utility Easement shall be restricted as follows:
 - a. No boxes, switch-gears, meters, valves, or other above-ground equipment will be allowed in the Utility Easement Area without prior written approval of the City.
 - b. This Utility 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 Utility 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 the Facilities shall not commence without the prior written approval of applicable plans and specifications by the City.

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

Tax Parcel No.: 251-0810-283-0097-9



- 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 the City.
 - 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 Utility 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 Utility Easement Area or otherwise disturbed without the prior written approval of the City.
 - e. Following the installation of the Facilities and final grading of the Utility Easement Area (or as soon thereafter as weather reasonably permits), the Grantee will promptly restore the Utility Easement Area in a manner satisfactory to the City.
 - f. Following the installation of the Facilities and final grading of the Utility Easement Area, no grade change to the Utility Easement Area shall be made by either party without the prior written approval of the other party.
4. Reasonable Use and Occupation by City. The City reserves the right of reasonable use and occupation of the Utility 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 Utility 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 and without any cost to the City.
 5. Term. This Utility 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 Utility Easement shall terminate and the Grantee will execute and deliver to the City such document(s) as may be requested for the purpose of further evidencing the termination of the rights granted hereby.
 6. Notice of Entry. Except for 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 Utility Easement Area for construction purposes or for the purpose of performing significant alteration to or removal of the Facilities.
 7. Termination. In the event the Grantee defaults in the performance of any term or condition of this Utility 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 Utility 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. Restoration of Utility Easement Area. Upon the termination of this Utility Easement for any cause, the Grantee shall remove the Facilities and all appurtenances and shall promptly restore the Utility Easement Area in a manner satisfactory to the City.
9. 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 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 Utility Easement, regardless of the cause of the injury or damage, except to the extent caused by the gross negligence or misconduct of the City, its officers, officials, agents, or employees.
10. Notices. All notices to be given under the terms of this Utility 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 City: Manager of the Office of Real Estate Services
215 Martin Luther King, Jr. Blvd
Room #312
Madison, WI 53701-2983

For Grantee: Madison Gas and Electric Company
Attention: Manager of Right-of-Way
P. O. Box 1231
Madison, WI 53701-1231

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.

11. 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.
12. Severability. If any term or provision of this Utility 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 Utility Easement and the same shall continue to be effective to the fullest extent permitted by law.
13. Binding Effect. This Utility Easement shall inure to the benefit of the Grantee and shall be binding upon the City, and their respective successors and assigns.

Dated this _____ day of _____, 20__.

CITY OF MADISON

By: _____
Paul R. Soglin, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 20__, 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: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 20__, the above named Maribeth 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: _____

Execution of this Utility Easement by the City of Madison is authorized by Resolution Enactment No. _____, File ID No. _____, adopted _____, 20____.

EXHIBIT A

A strip of land, ten (10) feet in width, located in part of the SWY4 of Section 28, T8N-R10E, City of Madison, Dane County, Wisconsin, the centerline of said strip being more particularly described as follows:

The right-of-way shall be located 5 feet on the right side and 5 feet on the left side of the centerline of Grantee's facilities as constructed. The facilities will be located approximately as set forth in the drawing attached hereto dated May 4, 2012.

EXHIBIT B

