



Department of Planning & Community & Economic Development

## Economic Development Division

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Office of Real Estate Services

Matt Wachter, Manager

August 29, 2018

Mr. Jerry Lund  
Alliant Energy Corporation  
4902 N. Biltmore Lane  
Madison, WI 53718-2148

RE: **Temporary Land Use Agreement** ("Agreement")  
Wisconsin Power and Light Company  
Elver Park - 1250 McKenna Blvd. - 251-0708-354-0094-9  
Real Estate Project 11703

Dear Jerry,

The City of Madison ("City") hereby agrees to allow **Wisconsin Power and Light Company** ("Grantee") and/or its agents or subcontractors to temporarily access a portion of City-owned property commonly known as Elver Park and located at **1250 McKenna Boulevard** (the "Property"), for the purpose of construction activities associated with the installation of underground electric facilities ("Facilities") as part of a system upgrade; including the right of ingress and egress and the right to operate necessary equipment thereon for said construction activities. The location of said Facilities is depicted on attached Exhibit A.

This Agreement is subject to the following conditions:

1. 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 officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting wherefrom, 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 Agreement, 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.
2. Grantee shall carry commercial general liability insurance covering as named insured the owner and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence. This policy shall also be

endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Agreement. As evidence of this coverage, the Grantee shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, owner shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Agreement is in effect, Grantee shall provide a renewal certificate to the City for approval.

3. Grantee shall obtain appropriate excavation permits, etc. if necessary, which are to be reviewed by the City Parks Division prior to any trenching, drilling or other related construction activities.
4. Grantee shall contact Ann Freiwald of the City Parks Division ([afreiwald@cityofmadison.com](mailto:afreiwald@cityofmadison.com) or 608-243-2848) before entering upon the Property.
5. Grantee shall ensure that the work of construction is done in a good and workmanlike manner and that the area disturbed as a result of the construction be restored in-kind to the satisfaction of the City Parks Division.
6. Grantee shall comply with all applicable laws, ordinances and regulations related to environmental pollution or contamination, or to occupational health and safety.
7. Upon adoption of a resolution by the Common Council for a permanent underground electric easement for said Facilities, the City Office of Real Estate Services shall prepare and record said easement document.
8. This Temporary Land Use Agreement shall terminate upon conveyance of a permanent underground electric easement to Grantee or upon completion of the installation project, whichever occurs first.

If you accept the terms and conditions as stated herein, please indicate so by signing this letter in the space provided below.

Sincerely,

Matthew R. Wachter  
Manager – Office of Real Estate Services

August 29, 2018

Page 3

The undersigned, on behalf of Wisconsin Power and Light Company, agrees to and accepts the terms and conditions contained in this Agreement.

**WISCONSIN POWER AND LIGHT COMPANY**

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print or Type Name and Title

This instrument was drafted by the City of Madison Office of Real Estate Services  
Real Estate Project No. 11703





# EXHIBIT A

## 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:

TRANSFORMER 24/0

LINE 1

A	S31°27'27"E	86.1'
B	S18°31'43"W	164.8'
C	S79°54'10"W	143.5'
D	N89°50'37"W	159.1'
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'
I	N66°09'49"W	72.0'
J	N80°39'44"W	72.2'
K	S74°17'49"W	71.8'
L	S44°18'48"W	81.3'
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'

LINE 2

A	S31°27'27"E	86.1'
B	S18°31'43"W	164.8'
CC	S36°52'26"W	702.3'
DD	S68°55'54"E	890.0'

SWITCH GEAR 0/21



Wisconsin  
Power and Light

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.



SCALE: 1" = 200'

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