

## UNDERGROUND ELECTRIC 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 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 (the "Grantee"), a non-exclusive permanent easement for underground electric utility purposes ("Easement") in, on, under and through the "Easement Area" described on attached Exhibit A and depicted on attached Exhibit B.

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 and conduit (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. 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 Engineer or the Engineer's designee.
  - 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

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**5412294**  
05/29/2018 01:25 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 7

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

Tax Parcel No.: 251-0710-224-0308-5

prior written approval of applicable plans and specifications by the City Engineer or the Engineer's designee.

- 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 the City Engineer or the Engineer's designee.
  - e. 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 Engineer or the Engineer's designee.
  - a. 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 the other party.
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 the expense of the City.
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 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 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 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 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 gross negligence or misconduct of the City, its officers, officials, agents, or employees.
9. Authorized Agent. The City of Madison Engineer or the Engineer's 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.
10. 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 City: City of Madison  
Office of Real Estate Services  
Attn.: Manager  
P.O. Box 2983  
Madison, WI 53701-2983

With a courtesy copy to:  
(which shall not constitute notice) City of Madison  
Engineering Division  
Attn.: City Engineer  
210 Martin Luther King, Jr. Blvd., Room 115  
Madison, WI 53703

For Grantee: Madison Gas and Electric Company  
Attention: Supervisor Rights-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 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.
13. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
14. Binding Effect. This Easement shall inure to the benefit of the Grantee and shall be binding upon the City, and their respective successors and assigns.

Dated this 25<sup>th</sup> day of May, 2018.

[ Signatures on following page ]

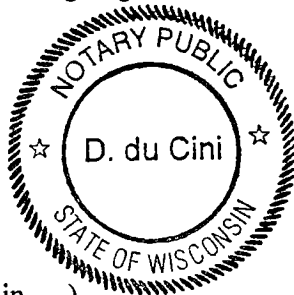
CITY OF MADISON

By: *Paul R. Soglin*  
Paul R. Soglin, Mayor

By: *Maribeth L. Witzel-Behl*  
Maribeth L. Witzel-Behl, City Clerk

State of Wisconsin )  
  )ss.  
County of Dane )

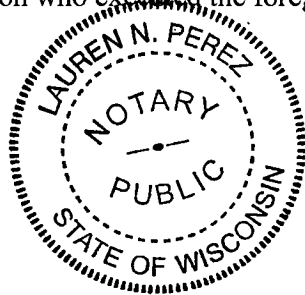
Personally came before me this 25<sup>th</sup> day of May, 2018, the above named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.



*Du Cini*  
Notary Public, State of Wisconsin  
*Du Cini*  
Print or Type Name  
My Commission: 10.20.2020

State of Wisconsin )  
  )ss.  
County of Dane )

Personally came before me this 22 day of May, 2018, the above named Maribeth L. Witzel-Behl, City Clerk 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.



*Lauren N. Perez*  
Notary Public, State of Wisconsin  
*Lauren N Perez*  
Print or Type Name  
My Commission: exp 7/17/20

Execution of this Easement by the City of Madison is authorized by Resolution Enactment No. RES-18-003608, File ID No. 51173, adopted May 15, 2018.

Drafted by the City of Madison Office of Real Estate Services

Project No. 11612

## EXHIBIT A

### Easement Area:

A strip of land, ten (10) feet in width, located in Lot 1, Certified Survey Map No. 14653, recorded with the Dane County Register of Deeds in Volume 101 of Certified Survey Maps, Pages 307-312, as Document No. 5371004, lying in part of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 22, T7N – R10E, City of Madison, Dane County, Wisconsin, the centerline of said strip being more particularly described as follows:

Commencing at the most southwesterly corner of said Lot 1; thence N00°51'15"E, 410.84 feet, along the easterly right-of-way line of Dairy Drive; thence N90°00'00"E, 181.00 feet to the point of beginning; thence South 51 feet to the point of termination.

The right-of-way shall be located 5 feet on the right side and 5 feet on the left side of the centerline of the Grantee's electric facilities as originally constructed. Said underground electric facilities will be located approximately as set forth in the drawing attached hereto as Exhibit C.

# EXHIBIT B

