

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

Record this document with the Register of Deeds

The undersigned **Grantor(s) City of Milton, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor **in the City of Milton, County of Rock, State of Wisconsin**, said Easement Area to be **15** feet in width and described as follows:

See EXHIBIT "A" attached hereto and made a part hereof

This Easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment and other appurtenant equipment associated with underground electric line facilities.
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the elevation of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall at its option, restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53707-1007

Parcel Identification Number(s)

V-23-1461AB

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

CITY OF MILTON

_____(SEAL)
Signature

_____(SEAL)
Signature

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

Personally came before me _____, 20__, the above-named _____,
the _____ of City of Milton to me known to be the person who executed the
foregoing document and acknowledged that they are executed the foregoing document as on behalf of said entity by its authority.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by
Justin DeVries

Checked by
Haley Long

September 16, 2022

Project Title: Lamar LMRN8091 Charter NEX 2.3M 750KCM-Milton
ERP Activity ID: 4248453
Tract No.:
Rerow No.:

Exhibit "A"

Lands owned by Grantor:

Lot 2 of Certified Survey Map 4-189, being a portion of: Out Lot number One Hundred fifty (150) of the Assessor's Plat of a part of the Township of Milton, including Milton Junction, in the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 27, Town 4 North, Range 13 East of the 4th P.M., in the Township of Milton, Rock County, Wisconsin, EXCEPTING, however, the 2 parcels described below:

- (1) A strip of land of uniform width off from the South end of said Out Lot number one hundred fifty (150), being Eighty-five and five tenths (85.5) feet from North to South lines and Five hundred eight and $\frac{86}{100}$ th (500.86) feet from East to West lines and containing one (1) acre of land, more or less;
- (2) That part of said Out Lot number One hundred fifty (150) described as follows: Beginning at an iron pipe monument in the East line of Hill Top Drive, 430.17 feet South of an iron pipe monument at the intersection of said East line with the Southerly right-of-way line of the C. M. St. P. & P. Ry. land; thence East, at right angles, 113 feet to an iron pipe monument; thence South, at right angles and parallel with the East line of Hill Top Drive, aforesaid, 120 feet to an iron pipe monument; thence West at right angles, 113 feet to an iron pipe monument in the East line of Hill Top Drive, aforesaid; thence North, at right angles and along said East line, 120 feet to the place of beginning. Containing 0.311 of an acre.

Grantor's deed being recorded on April 30, 1971 as Document Number 766621 in the office of the Register of Deeds for Rock County, Wisconsin. Being further described on the Certified Survey Map 4-189, being recorded on November 6, 1974, as Document Number 822716.

Easement area:

The easement area being the East Fifteen (15) of the West Fifty-five (55) feet of the North Fifteen (15) feet, lying parallel and adjacent to the North property line of the above described real estate.

Being further located in the West Half of the Southwest Quarter ($W\frac{1}{2}$ $SW\frac{1}{4}$) of Section 27, Township 4 North, Range 13 East, City of Milton, County of Rock, Wisconsin.