

DOCUMENT NO. 001

EASEMENT

This Easement is made as of the last signature date below by the City of Milton (“**Grantor**”).

Grantor is the owner of the real property located at Hilltop Park, identified as Parcel Identification Number V-23-1461B (the “**Parcel**”).

Grantee wishes to acquire limited rights to access and use a portion of the Parcel measuring approximately 15'x15' as more particularly described in the attached Exhibit A (the “**Easement Area**”).

NOW, THEREFORE, for valuable consideration of \$5000.00 and other good and valuable consideration, Grantor does hereby give, grant and convey to [Deposit Telephone Company, Inc. /dba TDS Telecom](#) and its successors and assigns (collectively, “**Grantee**”), a perpetual easement upon, in, under, over, across, and along the Parcel to the extent outlined below (the “**Easement**”):

RETURN TO:

Attn: Sean Murray
Route Acquisition
TDS Telecom
525 Junction Road
Madison WI 53717

Parcel ID #: V-23-1461B

1. Grantee may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, poles, pedestals, overhead and underground cables, wires, ducts, conduits, and other equipment and accessories pertaining to the operation of Grantee’s telecommunications systems (collectively, the “**Facilities**”) upon, in, under, over, across, and along the Easement Area.
2. Grantee will have the right of ingress to and egress from the Easement Area via the Parcel.
3. Grantee may cut down and control the future growth of trees, brush and other vegetation in the Easement Area which may, in Grantee’s sole but reasonable judgment, interfere with Grantee’s use of the Easement.
4. Grantee will repair any physical damage to the Parcel caused by Grantee’s use of the Easement; alternatively, in Grantee’s sole discretion, Grantee may compensate Grantor for the reasonable value of such damage.
5. Grantor may not engage in any activity that interferes with or unduly inconveniences Grantee’s full use and enjoyment of the Easement; otherwise, Grantor may use any portion of the Parcel, inside or outside the Easement Area, in any reasonable manner.
6. Any Facilities installed within the Easement Area at Grantee’s expense shall remain Grantee’s property, removable at Grantee’s option.
7. Grantor covenants that it is the sole owner of the Parcel and the Parcel is free and clear of any encumbrances and liens that may interfere with the rights conveyed to Grantee herein.

8. Grantor's and Grantee's obligations under this Easement shall be binding upon their respective successors and assigns.

TDS TELECOM USE ONLY
Company No.
Easement No.
Exchange No.
WBS Element:

DATED: _____

Signature

Print Name

Signature

Print Name

STATE OF WISCONSIN)
) SS.
COUNTY OF ROCK)

On this day *[enter signer(s) name(s)]* personally appeared before me, the undersigned, a Notary Public in and for the above-referenced state, proved to me through presentation of a government-issued identification card to be the person(s) whose name(s) is/are subscribed to the foregoing Easement and acknowledged to me that (s)he/they executed the same for the purposes and consideration expressed therein. Given under my hand and seal of office this ____ day of _____, 20____.

Signature of Notary

SEAL

Printed Name of Notary

Notary Public, _____ County, State of _____

My Commission Expires: _____ [DATE]

The instrument was drafted by: TDS Telecommunications LLC
Insertions by:

EXHIBIT A
Description of Easement Area