**EASEMENT UNDERGROUND
ELECTRIC**

Record this document with the Register of Deeds

Document No.

The undersigned **Grantors City of Baraboo, Wisconsin, a municipal corporation a/k/a City of Baraboo, a municipal corporation and Sauk County, a Wisconsin 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 Baraboo, County of Sauk, State of Wisconsin,** the Easement Area to be **thirty (30) and twenty (20)** feet in widths and depicted on **Exhibit “A”**, and described on **Exhibit “B”**, attached hereto and made a part hereof.

Name and Return Address:

 Alliant Energy

 Attn: Real Estate Department

 4902 North Biltmore Lane

 P.O. Box 77007

 Madison, WI 53707-1007

Parcel Identification Number(s)

206-0037, 206-0038 & 206-0039

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, or place water, sewer or drainage facilities; 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 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.

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

**City of Baraboo, a Wisconsin Municipal Corporation Sauk County, a Wisconsin Municipal Corporation**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title Printed Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title Printed Name and Title

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN )

 ) SS

COUNTY OFSAUK )

Personally came before me this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, the above named

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** to me known to be the person(s) who executed the foregoing instrument on behalf of said corporation and acknowledged the same.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Notary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN )

 ) SS

COUNTY OFSAUK )

Personally came before me this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, the above named

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Notary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Notary

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires (is) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This instrument drafted by

Project Title: UW Baraboo Dorm make ready

ERP Activity ID: 3943777

Tract No.: 1 of 1

PPN:

**Thomas J. Erstad on behalf of Wisconsin Power and Light Co.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Jason A. Hogan**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Checked by

Exhibit B

 1 of 2

Located within the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 27 and within the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 34, all in Town 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin and being more particularly described as follows:

An easement thirty (30) feet in width and lying fifteen (15) feet on each side of the following described reference line;

Commencing at the Northeast Corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Town 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin, which is also the Northwest Corner of University Heights, a subdivision plat recorded on November 30, 1981, in Volume C of Plats, Page 30, as Document Number 449964, in the office of the Register of Deeds for Sauk County, Wisconsin;

thence North 89°56’39” West, a distance of 15.0 feet along the north line of said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 27, (being the Grantor’s north property line) to the Point of Beginning;

thence South 01°09’23” West, a distance of 1,310.3 feet, parallel with, and fifteen (15) feet west of the east line of said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 27, which is also the west line of said University Heights;

thence South 00°17’42” East, a distance of 567.6 feet parallel with, and fifteen (15) feet west of, the east line of said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 27 and the east line of said Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 34, and also being the west line of said University Heights and the west line of Certified Survey Map No. 4227, recorded on March 31, 2000, in Volume 22 of Certified Survey Maps, Pages 4227, 4227A, 4227B, 4227C, and 4227D, as Document Number 724931, in the office of the Register of Deeds for Sauk County, Wisconsin, to a point hereinafter referred to as Point “A”;

thence continuing South 00°17’42” East, a distance of 97.5 feet and there terminating.

Also, an easement twenty (20) feet in width and lying ten (10) feet on each side of the following described reference lines;

Beginning at the aforesaid Point “A”;

thence South 89°36’09” West, a distance of 1,229.8 feet;

thence North 00°00’00” West, a distance of 474.5 feet, parallel with the east margin of Connie Road;

Exhibit B

2 of 2

thence North 69°37’37” East, a distance of 99.1 feet;

thence North 35°50’49” West, a distance of 81.7 feet;

thence North 25°36’16” West, a distance of 66.4 feet to a point hereinafter referred to as Point “B”;

thence South 63°27’42” West, a distance of 20.2 feet and there terminating.

Also, beginning at the aforesaid Point “B”;

thence North 63°27’42” East, a distance of 13.9 feet;

thence North 21°24’33” East, a distance of 16.2 feet;

thence North 16°36’50” West, a distance of 63.4 feet;

thence North 31°40’00” West, a distance of 117.4 feet;

thence North 16°55’39” West, a distance of 74.6 feet;

thence North 16°55’39” West, a distance of 230.8 feet;

thence North 09°24’34” West, a distance of 87.1 feet;

thence North 83°26’37” East, a distance of 19.6 feet, and there terminating.

The side margins of the easements at angle points are lengthened or shortened to end at their succeeding and preceding side margins in order to form a continuous easement and to match the depiction on Exhibit “A”.

City of Baraboo deeds are recorded in the office of the Register of Deeds for Sauk County, Wisconsin as follows:

Volume 327, Page 549 and 550, as Document Number 348457,

Volume 327, Page 552 and 553, as Document Number 348460,

Volume 328, Page 117 as Document Number 348739 and

Volume 372, Page 551, as Document Number 348459.

Sauk County deed is recorded in the office of the Register of Deeds for Sauk County, Wisconsin as follows:

Reel 682, Image 621 and 622, as Document Number 624172.

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