

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

The undersigned **Grantor(s) City of Mauston, (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 Mauston, County of Juneau, State of Wisconsin**, said Easement Area to be 8 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, 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 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.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53718

Parcel Identification Number(s)

292511470

WITNESS the signature(s) of the Grantor this _____ day of January, 20 25.

CITY OF MAUSTON

_____(SEAL)
Signature
Darryl D.D. Teske, Mayor
Printed Name and Title

_____(SEAL)
Signature
Daron Haugh, Administrator
Printed Name and Title

ACKNOWLEDGEMENT

STATE OF Wisconsin)
COUNTY OF Juneau) SS

Personally came before me January, 20 25 the above-named Darryl D.D. Teske, Mayor and Daron Haugh, Administrator,
the _____ of City of Mauston 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
Nicole R. Lyddy
Printed Name of Notary
Notary Public, State of Wisconsin
My Commission Expires (is) 11-28-27

This instrument drafted by
Justin DeVries

Checked by
Haley Long

November 26, 2024

Project Title:	ATC Y-74 HLTA2294 UG Work
ERP Activity ID:	1015566
Tract No.:	
Rerow No.:	

Exhibit "A"

Lands owned by Grantor:

Located in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 1, Township 15 North, Range 3 East, City of Mauston, Juneau County, Wisconsin.

A strip of land ten (10) rods wide and eighty (80) rods long, off the south side of the southeast quarter of the northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section One (1), Township Fifteen (15) North, Range Three (3) East, containing five (5) acres of land more or less; Also the North ten (10) acres of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section One (1), Township Fifteen (15) North, Range Three (3) East, all in Juneau County, Wisconsin excepting therefrom flowage rights heretofore granted.

Also a part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section One (1), Township Fifteen (15) North, Range Three (3) East, described as follows: Starting at a point on the east section line 990 feet north of the southeast corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) which point is place of beginning; thence west at right angles, a distance of 133 feet; thence south at right angles, and parallel with the section line, a distance of 100 feet; thence east at right angles, a distance of 133 feet to the section line; thence north along the section line a distance of 100 feet to the place of beginning.

Except, therefrom, land previously deeded to Orville Brooks and Christine Brooks, recorded in Volume 150 of Deeds, page 147, on September 30, 1953, and land previously sold to Ferd Babcock and Daisy Babcock, his wife, recorded in Volume 147 of Deeds on page 225, on the 11th day of July, 1955, both recordings being in the office of the Register of Deeds, Juneau County, Wisconsin.

Also excepting, lands heretofore conveyed to the State of Wisconsin for highway purposes as recorded in Volume 162 of Deeds at Page 564.

Grantor's deed being recorded on June 13, 1991, as Document Number 307461 in the office of the Register of Deeds for Juneau County, Wisconsin.

Easement area:

An Easement Area Eight (8) feet in width, having Four (4) feet of such width on either side of the following described centerline: The centerline of Grantee's Designated Facilities as constructed, to be constructed, extended, or relocated lying within the above-described real property.