

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

The undersigned the **City of Sheboygan, (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 defined below, upon, in, over, through and across lands owned by the Grantor **in the City of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be **Six (6) feet** in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated 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 grade 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 Grantee's construction, maintenance or removal of its 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 53718-2148

Parcel Identification Number(s)

59281308240

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

City of Sheboygan

_____(SEAL)
Signature
Printed Name and Title

_____(SEAL)
Signature
Printed Name and Title

_____(SEAL)

_____(SEAL)

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

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

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

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

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of _____

My Commission Expires (is) _____

This instrument drafted by

Jamie Friis – Mi-Tech Services, Inc.

Checked by
Leanne Schaumberg – Mi-Tech Services, Inc.
May 20, 2025

Project Title:	Sheboygan Humboldt Ave Wedemeyer St N
ERP Activity ID:	1000075
Tract No.:	
REROW No.:	

Exhibit A

GRANTOR'S PARCEL:

Lot 31 of Block 2 of Assessment Subdivision No. 20, and part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

EASEMENT AREA:

A 6'-wide Utility Easement located in part of Lot 31 of Block 2 of Assessment Subdivision No. 20, and part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin more particularly described as follows:

Commencing at the West Quarter Corner of said Section 35; Thence North 00° 24' 25" East along the West Line of the Northwest Quarter of said Section 35, a distance of 585.41 feet; Thence North 90° 00' 00" East, a distance of 662.29 feet to a point offset 5 feet to the West of the East Line of Lot 31 of Block 2 of Assessment Subdivision No. 20, also being the Point of Beginning; Thence North 00° 10' 53" East parallel to said East Line, a distance of 367.55 feet; Thence South 89° 49' 07" East perpendicular to said East Line, a distance of 6.00 feet to said East Line; Thence South 00° 10' 53" West along said East Line, a distance of 367.55 feet; Thence North 89° 49' 07" West perpendicular to said East Line, a distance of 6.00 feet to the Point of Beginning. See attached Exhibit B, incorporated into and made a part hereof by reference.

PROPERTY LOCATED IN:

The Southwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 23, Sheboygan County, Wisconsin.

Grantor's deeds recorded August 23, 1929, as Document No. 262378, and April 18, 1933, as Document No 301812, all in the Office of the Register of Deeds in and for Sheboygan County, Wisconsin.

EXHIBIT "B"

LOCATED IN PART LOT 31 OF BLOCK 2 OF ASSESSMENT SUBDIVISION NO. 20, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

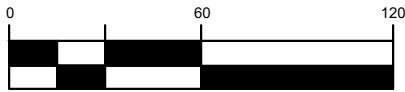
LEGEND

- ⊕ GOVERNMENT CORNER
- FD 1" O.D. IRON PIPE
- COMPUTED POINT
- △ SET 3/8" X 12" SPIKE
- ⊙ FD 1" IRON BAR IN 6" CONCRETE CYLINDER
- () "RECORDED AS" DATA
- POB POINT OF BEGINNING
- ROW RIGHT-OF-WAY

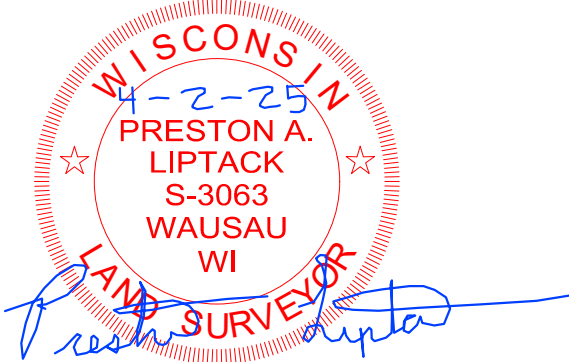


Bearings are referenced to the WISCRS, Sheboygan County, NAD 83 (2011) and referenced to the West Line of the Northwest Quarter of S35, T15N, R23E measured as N00° 24' 25"E

GRAPHIC SCALE



1 inch = 60 ft.



MARCH 26, 2025

mi-TECH

Fond Du Lac • Green Bay • Madison • New Berlin
800.465.8050

FD 1" IRON BAR IN 6" DIA.
CONCRETE CYLINDER AT
BLOCK CORNER

NORTHWEST CORNER
S35 T15N R23E
FOUND MAG NAIL

Line Table		
Line #	Bearing	Distance
L1	N0° 10' 53"E	367.55'
L2	S89° 49' 07"E	6.00'
L3	S0° 10' 53"W	367.55'
L4	N89° 49' 07"W	6.00'

ROOSEVELT PARK
TAX ID: 59281308240
LOT 31 BLK 2
ASSESSMENT SUBDIVISION NO. 20

WEST LINE OF THE NW1/4

2032.46'

N00° 24' 25"E 2617.87'

585.41'

WEST 1/4 CORNER
S35 T15N R23E
FOUND NAIL HOLE, CHECKED
WELL W/ TIES

N90° 00' 00"E
662.29'

FD 1" IRON PIPE IS BENT

6'-WIDE UTILITY
EASEMENT

6'

POB

L4

L1

L3

L2

142.45'

N00° 10' 53"E

3'

32'

33'

60'

59'

58'

ROW

ROW

CUSTER AVENUE
(60' ROW)

ROW

PROPERTY LINE

14'

15'

13'

12'

SPRANGERS ERLER
AND BUTZEN ADDITION
- BLK 2 -

RAMAKER TERHORST
AND HESSE DIVISION

ALLIANT
1000075