

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

The undersigned **Grantor(s) Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, (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 Sheboygan, County of Sheboygan, State of Wisconsin**, said Easement Area to be **12** 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)

59281505670

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

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

_____(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 Redevelopment Authority of the City of Sheboygan, Wisconsin
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

March 8, 2023

Project Title: Riverfront Dev Sheboygan

ERP Activity ID: 4310978

Tract No.:

Rerow No.:

Exhibit "A"

Lands owned by Grantor:

Located in the North Half of the Northwest Quarter (N½ NW¼) of Section 26, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Lots 1, 2, 3, 4 and 5, Block 232 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof, also described as: Commencing at the Southeast corner of said Lot 1, said point being the point of beginning; thence N31°27'41"W along the Southwest line of said Block 232, 269.13 feet (recorded as 260 feet) to the Northwest corner of said Lot 5; thence N59°18'40"E along the Northwesterly line of said Lot 5, 131.3 feet, more or less, to the Southwesterly bank of the Sheboygan River; thence S51°37'13"E along said River 34.9 feet, more or less, to the East line of said Block 232 (also being the West right-of-way line of South Ninth Street); thence S00°01'48"E along said East line, 274.9 feet, more or less, to the point of beginning; together with that part of the vacated South Commerce Street right-of-way lying Westerly of and adjacent thereto; EXCEPTING THEREFROM part of Lots 4 and 5, Block 232 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat there, described as follows: Commencing at the Northwest corner of said Lot 5; thence N59°18'40"E along the Northwesterly line of said Lot 5, 93.78 feet to the point of beginning; thence continuing N59°18'40"E along said Northwesterly line, 37.5 feet, more or less, to the bank of the Sheboygan River; thence S51°37'13"E along said River bank, 34.9 feet, more or less, to the West right-of-way line of South Ninth Street (also being the East line of said Block 232); thence S00°01'48"E along said West line, 44.7 feet, more or less; thence N51°37'13"W, 76.06 feet to the point of beginning.

AND

Lots 1, 2, 3 and the East 15.00 feet of Lot 4, Block 243 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof, also described as: Commencing at the Southeast corner of said Lot 1, said point being the point of beginning; thence West along the South line of said Block 243, 206.22 feet; thence N00°09'14"W, 153.55 feet (recorded as 150.00 feet) to the North line of said Block 243; thence S89°10'42"E along said North line, 113.69 feet (recorded as 115.00 feet) to the Northeasterly line of said Block 243; thence S31°27'41"E along said Northeasterly line, 178.10 feet to the point of beginning; together with that part of the vacated South Commerce Street right-of-way lying Easterly of and adjacent thereto.

Grantor's deed being recorded on March 31, 2017, as Document Number 2036966 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

An Easement Area Twelve (12) feet in width, having Six (6) 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.