

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)

59281505930

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.

A tract of land in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as comprising the North Half of Lots 7 through 12, inclusive, in Block 243 of the said City of Sheboygan, as per plat thereof on file in the official public records of said Sheboygan County, Wisconsin. The said tract containing an area of 21,378 square feet (0.49 acres), more or less, in the City of Sheboygan, Sheboygan County, Wisconsin.

Grantor's deed being recorded on July 27, 2021, as Document Number 2119673 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.