

Document No.

**EASEMENT UNDERGROUND  
ELECTRIC AND COMMUNICATION**

The undersigned **Grantor(s) City of Sheboygan, 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 Sheboygan, County of Sheboygan, State of Wisconsin**, said Easement Area to be **10** 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, 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 with the exception of any sidewalks and driveways; 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 with the exception of sidewalks and driveways.
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. If the Grantor decides at any time to dedicate the easement along North 23rd Street as R/W, this easement will be void and existing buried utilities will be permitted to stay within the R/W and be subject to laws and ordinances in place and in the future. There will be no compensation to the Grantee if the easement is vacated for the previous reason.
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)

59281206682  
59281206683

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

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

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

This instrument drafted by  
Lana Exline-Byrd – JCG Land Services, Inc.

Checked by  
Haley Long – JCG Land Services, Inc.

October 6, 2025

Project Title: 20<sup>th</sup> Street

ERP Activity ID: 1036569

Tract No.:

Rerow No.:

## **Exhibit "A"**

### **Lands owned by Grantor:**

Located in the North Half of the Northwest Quarter (N½ NW¼) of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Lot 2 of the Certified Survey Map recorded in Volume 12 of Certified Survey Maps, Pages 32/34 of Sheboygan County Certified Survey Maps, located in the NW¼, Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

AND

Lot 1 of a Certified Survey Map recorded in Volume 12 of Certified Survey Maps, on Pages 32/34, as Document No. 1420182 of Sheboygan County Certified Survey Maps, being a part of Lot 6 and all of Lot 7 of Ellen M. Bates Subdivision and part of the NE¼ of the NW¼ of Section 22, Township 15 North, Range 23 East, City of Sheboygan, County of Sheboygan, State of Wisconsin.

Grantor's deeds being recorded on May 30, 2018, as Document Number 2057245 AND being recorded on May 13, 2024, as Document Number 2163682 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

### **Easement area:**

The easement area being the West Ten (10) feet, lying parallel with the West property line, AND the South Ten (10) feet lying parallel with the South property line, of the above-described real estate.