

Correspondence/Memorandum

---

**DATE:** December 8, 2014

**TO:** Public Works and Transportation Committee

**FROM:** Jan Zimmermann

**SUBJECT:** Permanent Right of Way Easement to MG&E for Electric Service Adjacent to Anderson St.

A copy of the "Right-of-Way Grant for Underground Electric" is attached to this memo for consideration by the Public Works & Transportation Committee.

The right-of-way is to be granted to Madison Gas and Electric Company and involves land near the southern boundary of the fenced Air Operations Area of the Dane County Regional Airport, bordering Anderson Street. As indicated on the exhibit attached to the right-of-way document, the right-of-way for underground electric cable will be 10 feet wide and 235 long, and will extend from the northern boundary of the Anderson Street right-of-way to an MG&E-owned transformer to be located inside the Airport Air Operations Area. Electrical service from the transformer will provide power to the adjacent building that is presently being constructed for the housing of Airport related navigational aids.

Rodney Knight, Airport Counsel, has reviewed the easement and determined that it is in the best interests of Dane County.

As an easement under \$100, this falls under Chapter 28.33 of the County ordinance. As such, authority is given to the Public Works & Transportation Committee to approve, and only the County Clerk's signature is required.

Thank you.

# Land Service Company

222 North Midvale Boulevard  
Madison, Wisconsin 53705

Monday, November 10, 2014

Jan Zimmermann  
Real Estate  
Dane County  
5201 Fen Oak Drive, Rm 208  
Madison, Wisconsin 53718  
Email: Zimmermann.Jan@countyofdane.com  
Phone: (608) 224-3761

Re: Madison Gas & Electric easement  
Anderson Street, Dane County Regional Airport, Madison, Wisconsin

Dear Jan,

Enclosed please find the Madison Gas & Electric underground electric easement for the Dane County Regional Airport property at Anderson Street, Madison, Wisconsin. Please have the easement dated and signed by the appropriate party. Print or type the name of the signer below their signature, and have the signature notarized.

Keep a copy for your file, and return the signed and notarized easement to Madison Gas & Electric in the enclosed envelope.

If you have any questions, please call me at (608) 212-5626, or email at [dolson@landservicecompany.com](mailto:dolson@landservicecompany.com). I have enclosed a copy of my business card.

Land Service Company is an agent for Madison Gas & Electric.

Sincerely,



Dean L Olson  
Land Service Company  
Agent for Madison Gas & Electric  
Enclosures

Phone: 608.238.7300  
Fax: 608.238.7305

**RIGHT-OF-WAY GRANT  
UNDERGROUND ELECTRIC**

Document No. \_\_\_\_\_

The undersigned, herein called Grantor, in consideration of One Dollar (\$1.00) and other valuable considerations, paid to Grantor by MADISON GAS AND ELECTRIC COMPANY, a Wisconsin corporation, Grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said Grantee, its successors, and assigns, the perpetual right and easement to construct, maintain, and operate manholes, conduits, cables, pedestals, transformers, and other appurtenances necessary for the transmission of electrical current upon, under, across, and through the following described land located in Dane County, Wisconsin:

A strip of land, ten (10) feet in width, located in part of the SW $\frac{1}{4}$  of Section 29 and in part of the NW $\frac{1}{4}$  of Section 32, T8N-R10E, City of Madison, Dane County, Wisconsin, the centerline of said strip being more particularly described as follows:

The right-of-way shall be located 5 feet on the right side and 5 feet on the left side of the centerline of Grantee's facilities as constructed. The facilities will be located approximately as set forth in the drawing attached hereto as Exhibit "A" and dated November 7, 2014.

THIS SPACE RESERVED FOR RECORDING DATA

Return To:  
Rights-of-Way Department  
Madison Gas and Electric Co.  
P.O. Box 1231  
Madison, WI 53701-1231  
PIN 251/0810-293-0099-4  
MGE Easement No. \_\_\_\_\_

Together with the right of ingress and egress on adjacent lands of Grantor for the purpose of exercising the rights herein granted and the right to cut or trim brush located immediately on the lands subject to this easement, which may in the judgment of Grantee, interfere with access by Grantee. Grantee must obtain advance approval from Grantor's airport director to enter airport land surrounded by air operations area perimeter fencing. Grantee shall not have the right to erect any aboveground structures unless specifically approved in writing from Grantor's airport director. Prior to construction, the Grantee shall hold, at a location selected by Grantor's airport director, a preconstruction meeting to discuss with Grantor's airport administrative staff, Grantee, the Federal Aviation Administration and Grantee's contractors, the construction plans, and schedules. Grantor shall have the right to use and enjoy the surface of the right-of-way conveyed hereby but shall not interfere with the use of same by Grantee for purposes hereinabove granted. Grantor shall not build, create, or construct any buildings or other structures, plant trees, inundate or change the grade of said right-of-way, nor permit others to do so without the express written consent of Grantee.

Notwithstanding any other provision herein, Grantee's use of the right-of-way granted under this Agreement is subject, without condition, to the construction by Grantor of walks, driveways, parking lots, ramps, or taxiways over the area subject to the right-of-way at any time such construction is deemed appropriate by Grantor.

Grantor or Grantor's assigns may construct other improvements, such as buildings or structures, in the area subject to the right-of-way only on the condition that Grantor or its assigns bear any expenses associated with relocating Grantee's facilities, including providing Grantee with alternate right-of-way prior to any relocation work, or otherwise protecting Grantee's facilities and appurtenances in the right-of-way from damage due to the construction of such other improvements.

The rights and easement granted herein are subject and subordinate to any recorded conveyance by Grantor of property rights at said location, including any recorded leasehold interest, prior to the effective date of this agreement.

Grantee shall not use or authorize others to use the land subject to this easement in such a manner as to create electrical or electronic interference with radio transmission or reception between aircraft and any air, navigational or aviation Grantee's communications installation upon or in the vicinity of Grantor's airport, or in such manner as to make it difficult for pilots to distinguish between airport lights and other lights or so as to otherwise impair pilots' visual perception in the vicinity of the airport or as to otherwise endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport.

Grantee shall indemnify, defend, and save harmless Grantor from any liability in connection with any accident or other act or omission in connection with or arising from the exercise by Grantee of the rights herein granted.

Following any entry by Grantee or assigns upon the right-of-way herein conveyed, for the purpose of exercising any of Grantee's rights herein conveyed, Grantee shall repair and restore the right-of-way as nearly as practicable to the condition existing prior to such entry.

The terms of this instrument shall be binding upon the heirs, administrators, executors, and assigns of both Grantor and Grantee. By acceptance of this instrument, Grantee shall be bound by the obligations imposed on it herein.

This Agreement is binding upon heirs, administrators, executors, and assigns of Grantor.

(see reverse side ...)

WITNESS, the hand and seal of the Grantor(s) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**DANE COUNTY**

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

**CORPORATE ACKNOWLEDGMENT**

STATE OF WISCONSIN )ss  
COUNTY OF \_\_\_\_\_ )

**DANE COUNTY**

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ the above-named \_\_\_\_\_,  
County Clerk of the above-named corporation, to me known (or satisfactorily proven) to be such person and officer who  
executed the foregoing instrument and acknowledge that they executed the same as such officer, by its authority, for the  
purposes therein contained.

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_

**Consent**

In consideration of \$1.00 and other valuable consideration, the undersigned hereby adopts and joins in the execution of the  
above and foregoing Underground Electric Easement grant (and does hereby subordinate its mortgage/lease thereto) and  
consents to the enjoyment by the Grantee therein of the rights by said grant. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

**CORPORATE ACKNOWLEDGMENT**

STATE OF WISCONSIN )ss  
COUNTY OF \_\_\_\_\_ )

Personally came before me, this \_\_\_ day of \_\_\_\_\_ 20\_\_ the above-named \_\_\_\_\_  
\_\_\_\_\_, President and \_\_\_\_\_, Secretary of the above-named corporation, to me known (or  
satisfactorily proven) to be such persons and officers who executed the foregoing instrument and acknowledge that they executed  
the same as such officers, by its authority, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )ss  
COUNTY OF \_\_\_\_\_ )

Personally came before me, this \_\_\_ day of \_\_\_\_\_ 20\_\_ the above-named \_\_\_\_\_

\_\_\_\_\_  
to me known (or satisfactorily proven) to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_

This instrument drafted by  
Madison Gas and Electric Company  
Drafter: Lawrence D. Foreman

**EXHIBIT "A"**  
**NOVEMBER 7, 2014**

**MGE EASEMENT DRAWING**

DANE COUNTY  
REGIONAL AIRPORT



NEW MGE ELECTRIC  
TRANSFORMER &  
POINT OF TERMINATION

CENTERLINE - 10 FT. WIDE  
UNDERGROUND ELECTRIC  
EASEMENT STRIP

SERVICE DRIVE

235'

POINT OF  
BEGINNING

SOUTH LINE SEC. 29, T8N-R10E  
NORTH LINE SEC. 32, T8N-R10E

APPROX. 1435 FT. TO  
NORTH CORNER SECTION 32

R/W

ANDERSON

STREET

MGE POLE  
# 26JT11-B5

