



RODNEY F. KNIGHT
Airport Counsel

Date: September 10, 2018
To: Public Works and Transportation Committee
From: Rodney Knight
Airport Counsel *RFK*
Subject: Underground Electric Easement
Granted to Madison Gas & Electric Company
Involving land in the Truax Air Park

This Underground Electric Easement involves the grant of an easement to Madison Gas & Electric Company for the installation and maintenance of approximately 230 feet of underground cable to service an office building being constructed on land leased from Dane County located at 1602 and 1702 Pankratz Street, adjacent to the Dane County Regional Airport (see Exhibit A attached to the easement document provided under cover of this memo). There is no monetary consideration associated with the easement and the electric facilities will be installed without interruption to Airport operations.

UNDERGROUND ELECTRIC EASEMENT

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 Lot 46, Second Addition to Truax Air Park West, lying in part of the NW¹/₄ of the NE¹/₄ of Section 31, 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 August 23, 2018.

THIS SPACE RESERVED FOR RECORDING DATA

Return To:
Rights-of-Way Department
Madison Gas and Electric Co.
PO Box 1231
Madison WI 53701-1231

PIN _____

MGE Easement No. _____

The rights granted herein are subject to the conditions set forth in Exhibit B attached hereto. Subject to said conditions, Grantee shall have the right of ingress and egress on adjacent lands of Grantor adjacent to the Easement Area for the purpose of exercising the rights herein granted and the right to remove, cut, or trim brush, shrubs, trees, and vegetation located on the Easement Area which may, in the judgment of Grantee, interfere with access by Grantee.

Following any entry by Grantee upon the Easement Area for the purpose of exercising any of Grantee's rights herein granted, Grantee shall repair and restore the Easement Area as nearly as practicable to the condition existing prior to such entry.

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

WITNESS, the hand and seal of the Grantor(s) this _____ day of _____ 20____.

GRANTOR: DANE COUNTY

(SEAL)

(SEAL)

ACKNOWLEDGMENT

STATE OF WISCONSIN)ss

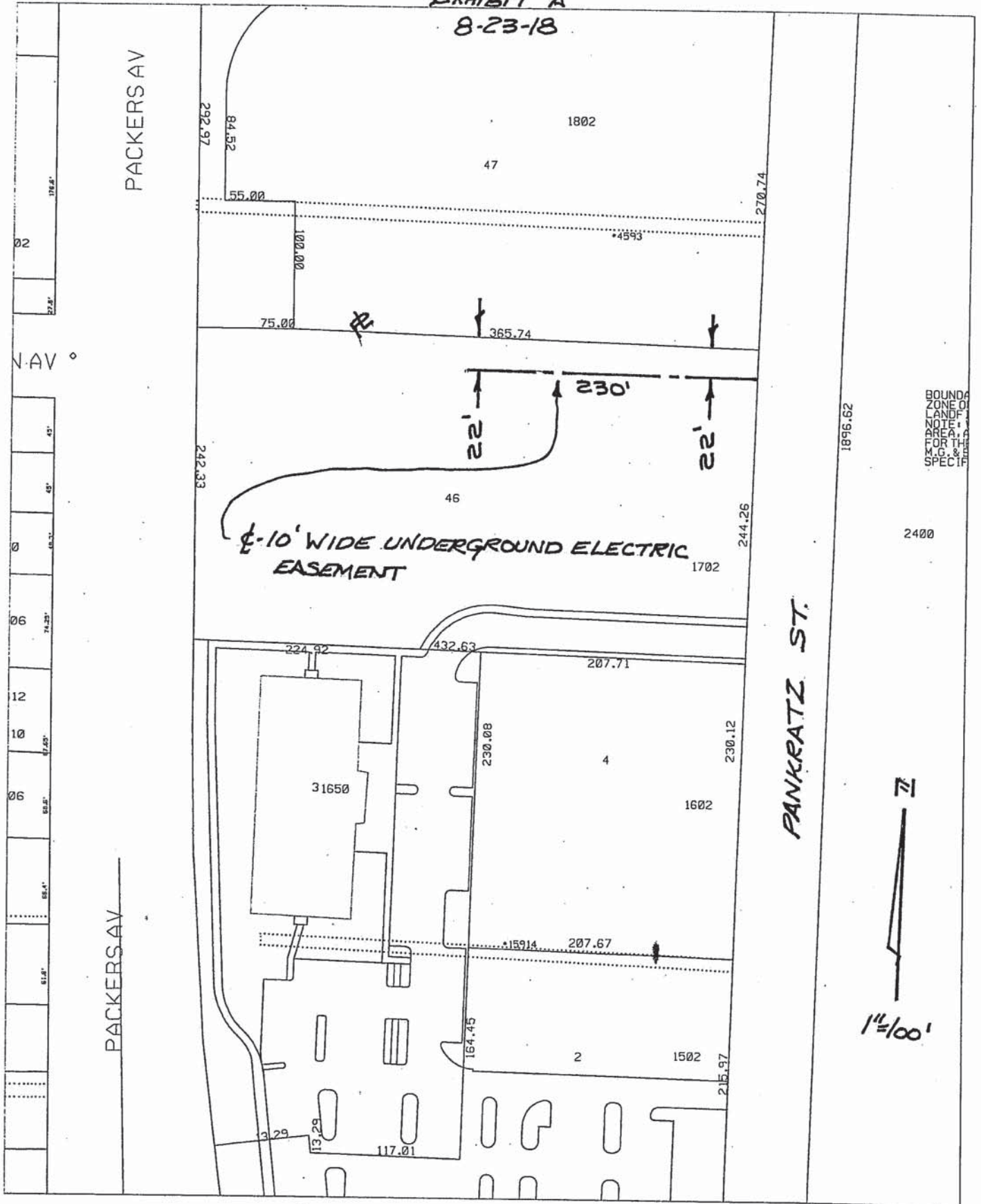
COUNTY OF _____)

Personally came before me this _____ day of _____ 20____ the above-named _____, Dane County Clerk, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

Notary Public
State of Wisconsin
My commission expires _____

EXHIBIT "A"

8-23-18



BOUNDARY
ZONE OF
LAND
NOTE:
AREA IS
FOR THE
M.C. &
SPECIFIC



**EXHIBIT B
CONDITIONS
UNDERGROUND ELECTRIC EASEMENT**

The continued validity of the Underground Electric Easement to which this Exhibit B is attached (hereinafter, the "Easement") is subject to the following conditions.

1. Dane County (hereinafter, "**GRANTOR**") retains for the use and benefit of the public the right to pursue all operations of the Dane County Regional Airport (hereinafter, the "Airport") in the vicinity of the land subject to the Easement (the "Easement Area"), including the right of aircraft to cause such sound, vibration, dust, and other disturbance as may be inherent in the operation of aircraft on, over, and in the vicinity of the Airport.
2. Madison Gas and Electric Company (hereinafter, "**GRANTEE**") acknowledges, and accepts as a condition to the grant of the Easement, that the Easement Area is located in a noise impacted area; that present and future Airport related noise and other disturbances might interfere with the unrestricted use and enjoyment of the Easement Area; that Airport related noise and other disturbances might change over time by virtue of greater numbers of aircraft, louder aircraft, scheduling variations; and that changes in aircraft, air traffic control operating procedures or in the Airport layout could result in real or perceived increases in noise and other disturbances from Airport related activities.
3. **GRANTEE** shall at all times while exercising rights granted under the Easement keep the airspace above the Easement Area free and clear of any and all objects extending 25 feet above existing ground level.
4. **GRANTEE** shall not exercise any rights granted under the Easement or use or permit the use of the Easement Area in a manner that interferes with air navigation or related ground operations, impedes the ability of pilots to distinguish and identify Airport lights and navigational aids, produces glint or glare, interferes with the use of communication equipment and facilities serving the Airport and Airport users, or otherwise creates a hazard to aviation as determined at the sole discretion of **GRANTOR**.
5. **GRANTEE** shall not use or permit use of the Easement Area in any manner that has the potential to attract wildlife that may be hazardous to aviation in the vicinity of the Airport.
6. **GRANTOR** retains at all times a continuing right of entry onto the Easement Area to keep the Easement Area free and clear of any object which may be or cause a hazard to aviation, as determined at the sole discretion of **GRANTOR**.
7. **GRANTEE** shall not have the right to construct or place any above ground structure in the Easement Area unless such construction or placement is specifically approved in writing by **GRANTOR**.
8. **GRANTEE'S** use of the Easement Area is subject to compliance with the notice and review requirements contained in Federal Aviation Regulations Part 77, Subpart B.
9. **GRANTEE** for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Easement Area, (2) that in the construction of any improvements on, over, or under the Easement Area and the furnishings of any services thereon, no person on the grounds of race, color or national origin shall be excluded or otherwise subjected to discrimination, and (3) that **GRANTEE** shall use the Easement Area in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964.

EXHIBIT B
PAGE 2

10. **GRANTEE** shall obtain advance approval from **GRANTOR'S** Airport Director prior to enter upon Airport premises surrounded by air operations area perimeter fencing.

11. Notwithstanding anything in the Easement that may be to the contrary, **GRANTOR** retains the right to construct and use walks, drives, ramps, runways, taxiways or fencing over the Easement Area at any time such construction or use is deemed by **GRANTOR** to be in the best interests of its Airport. Further, **GRANTOR** may construct buildings or other structures in the Easement Area, provided that such construction does not interfere with **GRANTEE'S** facilities and, if such construction necessitates the relocation of **GRANTEE'S** facilities, **GRANTOR** provides an alternative easement therefor and pays all expenses associated with such relocation. **GRANTOR** shall not plant trees in the Easement Area or cause the inundation thereof.

12. **GRANTEE** shall indemnify, defend and hold harmless **GRANTOR** from any liability related to or arising from the acts or omissions of **GRANTEE** or its agents in the exercise of the rights granted under the Easement.

13. The rights granted under the Easement are subject and subordinate to the terms of any conveyance by or to **GRANTOR** of property rights involving the Easement Area, provided such conveyance is recorded prior to the effective date of the Easement.

14. Upon the request of **GRANTOR'S** Airport Director or the Airport Engineer, based upon consideration of aviation safety and Airport operations, prior to the construction of facilities as permitted under the Easement, **GRANTEE** shall hold, at a location selected by **GRANTOR**, a preconstruction meeting to obtain **GRANTOR'S** approval of construction plans and scheduling.

15. The exercise by **GRANTEE** of any of the rights granted under the Easement shall be deemed to be consent by **GRANTEE** to be bound by the conditions and covenants set forth herein.