

Correspondence/Memorandum

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**DATE:** June 12, 2014

**TO:** Public Works and Transportation Committee

**FROM:** J. Eric Urtes, AIA, Public Works Project Manager

**SUBJECT:** Right-Of-Way Grant for Underground Easement to MG&E at Alliant Energy Center.

A copy of the Right-Of-Way Grant for Underground Electric to Madison Gas & Electric at Alliant Energy Center referenced above is attached to this memo for consideration by the Public Works & Transportation Committee.

This Right-Of-Way Grant for Underground Electric to Madison Gas & Electric at Alliant Energy Center provides for permanent underground utility service to the Alliant Energy Center arena building and the new pavilion structures. This easement will allow for the creation of underground service connections between two transformers on the north side of Fairgrounds Drive that provide electrical service to the pavilion buildings. These are required as part of the original construction documents for the Alliant Center pavilion project.

Jan Zimmerman, Dane County Real Estate Coordinator and Rob Nebel, Assistant Public Works Director have reviewed the easement request and determined that granting the easement is in the best interest 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.

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

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

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 and distribution of electrical current and Grantee's communication signals upon, under, across, and through the following described land located in Dane County, Wisconsin:

Two strips of land, ten (10) feet in width, located in part of the SW¼ of Section 25, T7N-R9E, Town of Madison, Dane County, Wisconsin, the centerlines of said strips 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 drawings attached hereto as Exhibits "A" and "B" and dated May 21, 2014.

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.

Said easement strips not to include any portion of existing buildings.

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 \_\_\_\_\_

MGE Easement No. \_\_\_\_\_

TOGETHER with the right to enter upon said land for the above purposes, including repairing or removing the same, and the right to trim or remove such trees and brush as may now or hereafter interfere with or endanger said facilities. The Grantee shall not have the right to erect any fence or other structures unless otherwise specifically provided for herein. The 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. The 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 the Grantee. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future and that none of the rights herein granted shall be lost by non-use.

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

The undersigned warrants and represents that the undersigned has the proper power and authority to grant this Right-of-Way Grant.

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

DANE COUNTY

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

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

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

**ACKNOWLEDGMENT**

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.

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

GE/DO 5/21/14

\_\_\_\_\_  
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\_\_.

\_\_\_\_\_  
(Corporate Seal)  
Witnessed by:

\_\_\_\_\_  
By \_\_\_\_\_  
President

Countersigned:  
\_\_\_\_\_  
Secretary

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

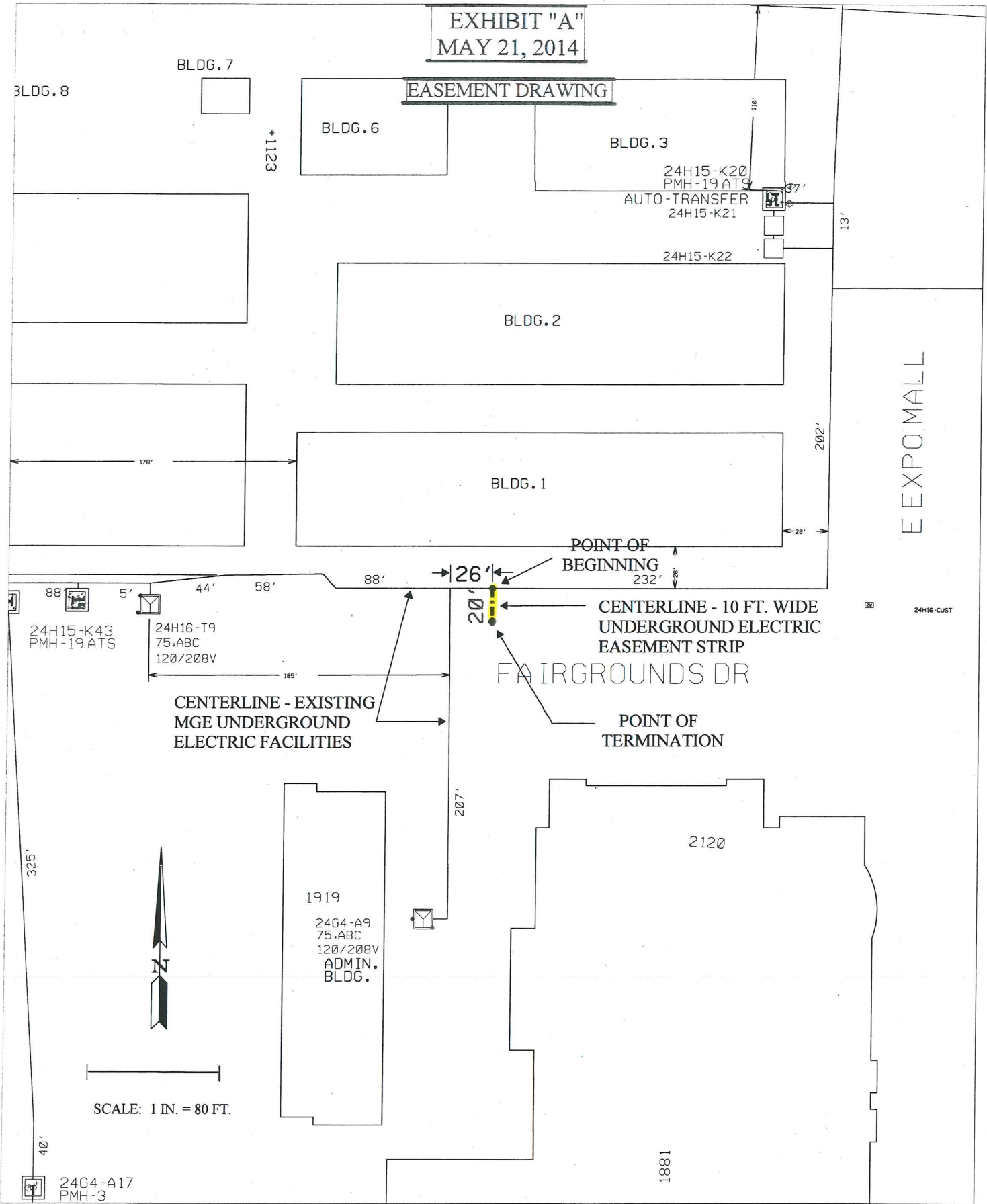
STATE OF WISCONSIN )ss  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_\_

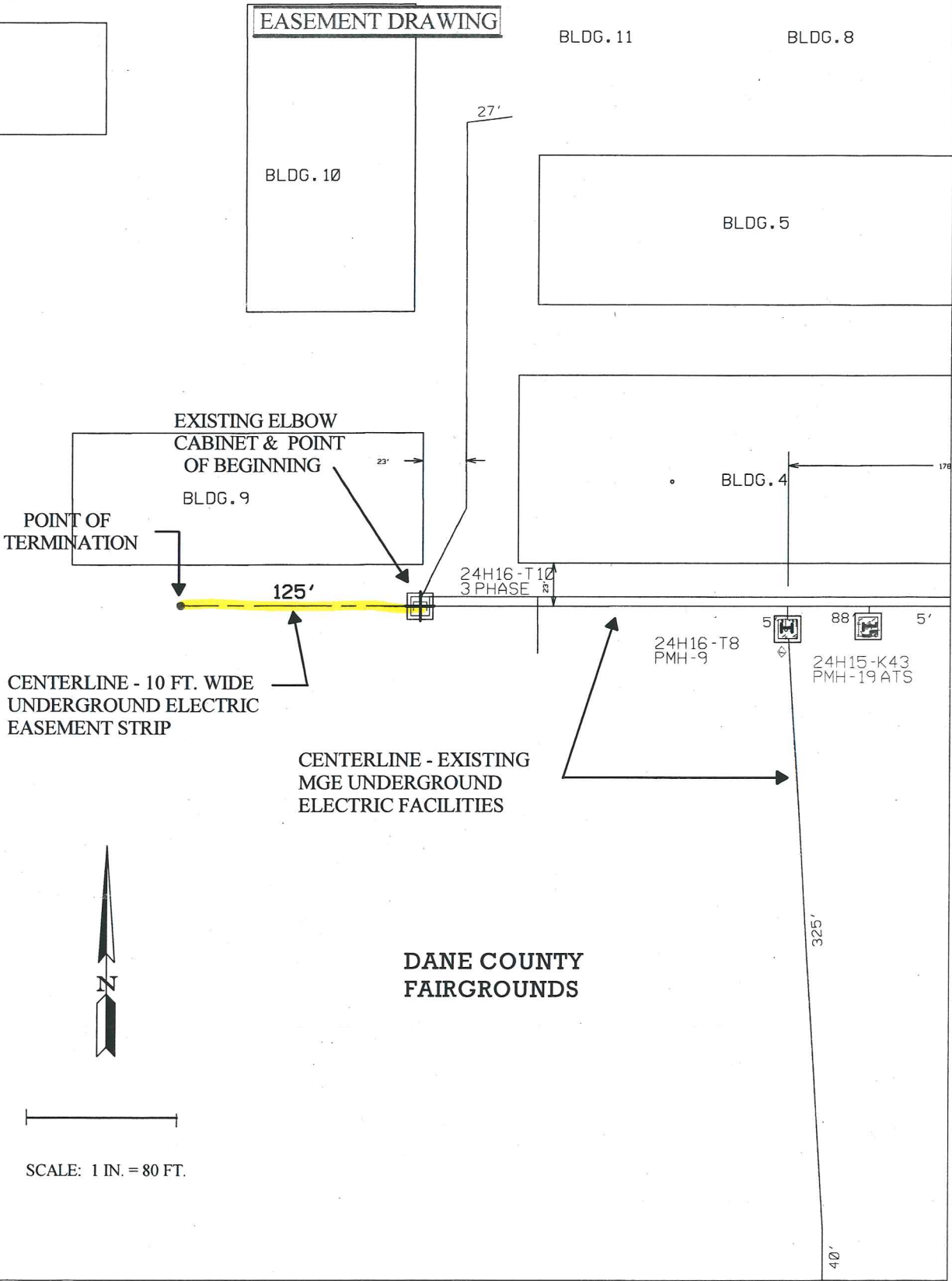
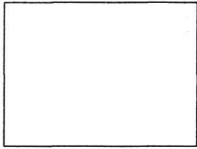
EXHIBIT "A"  
MAY 21, 2014

EASEMENT DRAWING



**EXHIBIT "B"**  
**MAY 21, 2014**

**EASEMENT DRAWING**



SCALE: 1 IN. = 80 FT.

**DANE COUNTY  
FAIRGROUNDS**