

## UNDERGROUND AND OVERHEAD FIBER OPTIC CABLE EASEMENT

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The **County of Dane**, a Wisconsin municipal corporation (the "County") being the owner of the property located at 1202 Northport Drive, Madison, Wisconsin and further described in Exhibit A, with the consent of the **City of Madison**, (the "City") being the grantee of an easement over a portion of said property for City water tower, booster station, and water main purposes (said easement rights further described in the attached City consent page) in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does grant, set over and convey to **Wisconsin Bell, Inc. d/b/a AT&T-Wisconsin**, a Wisconsin corporation, and its affiliates, licensees, successors and assigns (collectively "Grantees"), a non-exclusive permanent easement for underground and overhead fiber optic cable purposes ("Easement") in, on, over, upon, under and through the "Easement Area" described on attached Exhibit A and depicted on attached Exhibit B.

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RETURN TO: Matthew D. Grimm  
AT&T Wisconsin  
2005 Pewaukee Road  
Waukesha, WI 53188

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Tax Parcel No.: 251-0809-253-0099-1 (part of)

This Easement is subject to the following terms and conditions:

1. Use. The Grantees use of the Easement Area shall be limited to the right to construct, reconstruct, modify, supplement, maintain, operate and/or remove underground and overhead fiber optic cable facilities for the transmission of signals used in the provision of communication, video, and/or information services and/or any other services or uses for which such facilities may be used, including, without limitation, cables, wires, conduit and other related equipment (collectively, the "Facilities"), together with the right of ingress and egress across the Property and Easement Area for the purpose of access to and use of the Facilities.
2. Restrictions on Use. Notwithstanding the provisions of Paragraph 1, the Grantees use of this Easement shall be restricted as follows:
  - a. No boxes, switch-gears, meters, valves, or other above-ground facilities will be allowed in the Easement Area without prior written approval of the County and consent of the City.
  - b. This Easement shall not be used for the purpose of constructing or operating a video service, as that term is defined by Wis. Stat. Section 66.0420(2)(y) or successor statute., without first obtaining a franchise from the State of Wisconsin.
  - c. Grantee shall not use the Easement Area for open storage of or permanent parking of vehicles or equipment of any kind.

3. Construction, Repair and Maintenance.

- a. Initial construction of the Facilities shall not commence without the prior written approval of applicable plans and specifications by the County and consent of the City.
- b. With the exception of routine maintenance and repairs and normal utilization of the Facilities, no changes to or alterations of the Facilities shall be permitted without the prior written approval of applicable plans and specifications by the County and consent of the City.
- c. The work of construction, repair and maintenance shall be done and completed in a good and professional manner at the sole expense of the Grantees and shall be performed in such a manner as in no way to interfere with or endanger the use of the Easement Area. In all cases, the Grantees shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction, repair or maintenance activity.
- d. No trees or plantings shall be removed from the Easement Area or otherwise disturbed without the prior written approval of the County.
- e. Following the installation of the Facilities and final grading of the Easement Area (or as soon thereafter as weather reasonably permits), the Grantees will promptly restore the Easement Area and Property in a manner satisfactory to the County.
- f. Following the installation of the Facilities and final grading of the Easement Area, no grade change to the Easement Area shall be made by either party without the prior written approval of the other party.
- g. The Grantees shall install its Facilities a minimum of 3 ft. distant and north from existing facilities installed by Madison Gas and Electric Company and 3 feet distant from other utilities within the Easement Area.

4. Reasonable Use and Occupation by County and City. The County and City reserve the right of reasonable use and occupation of the Easement Area, provided that such use and occupancy shall not interfere with or disturb the installation, operation, maintenance, repair, replacement and/or modification of the Facilities. If any reasonable use and occupation of the Easement Area by the County or City shall necessitate the Grantees to remove or relocate the Facilities or any part thereof, the Grantees shall perform such work at such time as the County or City may approve; at the expense of the Grantees.

5. Term. This Easement shall continue for so long as the Facilities are in use, and in the event and to the extent that the Facilities shall be removed or abandoned then this Easement shall terminate and the Grantees will execute and deliver to the County such document(s) as may be requested for the purpose of further evidencing the termination of the rights granted hereby.

6. Notice of Entry. Except for emergencies, routine maintenance and repairs, and normal utilization of the Facilities, the Grantees shall give the County at least thirty (30) days written notice before entering upon the Easement Area for construction purposes or for the purpose of performing significant alteration to or removal of the Facilities.

7. Termination. In the event the Grantees default in the performance of any term or condition of this Easement and fail to remedy such default within thirty (30) days after written notice from the County, the County shall have the right, at its sole option, to declare this Easement void and terminate the same. Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Grantees shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Grantees immediately take steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.
8. Restoration of Easement Area. Upon the termination of this Easement for any cause, the Grantees shall remove the Facilities and all appurtenances and shall promptly restore the Easement Area in a manner satisfactory to the County.
9. Indemnification. The Grantees shall be liable to and agrees to indemnify, defend and hold harmless the County, the City, and their officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the County or the City, or their officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Grantees or their officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Easement, whether caused by or contributed to by the negligence of the County, the City, their officers, officials, agents, or employees.
10. Authorized Agent. The County's Real Estate Coordinator or the Real Estate Coordinator's designee is hereby designated as the official representative of the County for the enforcement of all provisions of this Easement, with authority to administer this Easement lawfully on behalf of the County.
11. Notices. All notices to be given under the terms of this Easement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For the County:     Real Estate Coordinator  
Dane County Land & Water Resources Department  
5201 Fen Oak Drive, Room 208  
Madison, WI 53718

For the City:        Office of Real Estate Services  
Economic Development Division  
P.O. Box 2983  
Madison, WI 53701-2983

For Grantee:        AT&T-Wisconsin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

12. Compliance. The County and the Grantees shall comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
13. Severability. If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by law.
14. Binding Effect. This Easement shall inure to the benefit of the Grantee and shall be binding upon the County, and their respective successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**COUNTY OF DANE**

By: \_\_\_\_\_  
Scott McDonell, County Clerk

State of Wisconsin     )  
                                      )ss.  
County of Dane         )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the above named Scott McDonell, County Clerk of the County of Dane, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
(print or type name of notary)  
My Commission: \_\_\_\_\_

**[ See next page for Consent of City of Madison ]**

## CONSENT OF CITY OF MADISON

The City of Madison, being the grantee of that certain Easement from the County of Dane, dated November 18, 1997, and recorded November 21, 1997, with the Dane County Register of Deeds as Document No. 2909070; as amended by Amendment to Easement dated June 18, 2001, and recorded June 26, 2001 with the Dane County Register of Deeds as Document No. 3339293; and as further amended by Second Amendment to Easement dated September 3, 2014, and recorded September 4, 2014 with the Dane County Register of Deeds as Document No. 5095946 (collectively, the “Water Tower Easement”); which Water Tower Easement overlaps a portion of the Easement Area herein described, does hereby consent to the grant by the County of this Easement.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017.

## City of Madison

By: \_\_\_\_\_ By: \_\_\_\_\_  
Paul R. Soglin, Mayor Maribeth L. Witzel-Behl, City Clerk

[illegible]

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the above-named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print or Type Name  
My Commission:

[illegible]

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the above-named Maribeth Witzel-Behl, City Clerk, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print or Type Name  
My Commission:

Execution of this Easement by the County of Dane is authorized by 2017 ACT \_\_\_\_ adopted by the Dane County Public Works & Transportation Committee on \_\_\_\_\_, 2017.

The consent to this Easement by the City of Madison is authorized by City of Madison Common Council Resolution Enactment No. RES-14-00558, File ID No.34573, adopted July 15, 2014.

Drafted by the City of Madison Office of Real Estate Services

## **EXHIBIT A**

### **THE PROPERTY**

Lot 1 of Certified Survey Map No. 12189, as recorded in the Dane County Register of Deeds in Volume 75, Page 171 of Certified Survey Maps, located in the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 25, T8N, R9E, City of Madison, Dane County Wisconsin.

Property Address: 1202 Northport Drive, Madison, WI 53703

### **THE EASEMENT AREA**

A strip of land, ten (10) feet in width, located in Lot 1, Certified Survey Map No. 12189, as recorded in the Dane County Register of Deeds in Volume 75, Page 171 of Certified Survey Maps, City of Madison, Dane County, Wisconsin, the centerline of said strip being more particularly described as follows:

The Easement Area shall be located 5 feet on the right side and 5 feet on the left side of the centerline of Grantees' facilities as constructed. The facilities will be located approximately as set forth in the drawing attached hereto as Exhibit B.

LOCATED IN PART OF LOT 1 OF CSM# 12189, VOL 75 PG 171-175, DOC# 4328930, IN PART  
OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25,  
TOWNSHIP 08 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN:

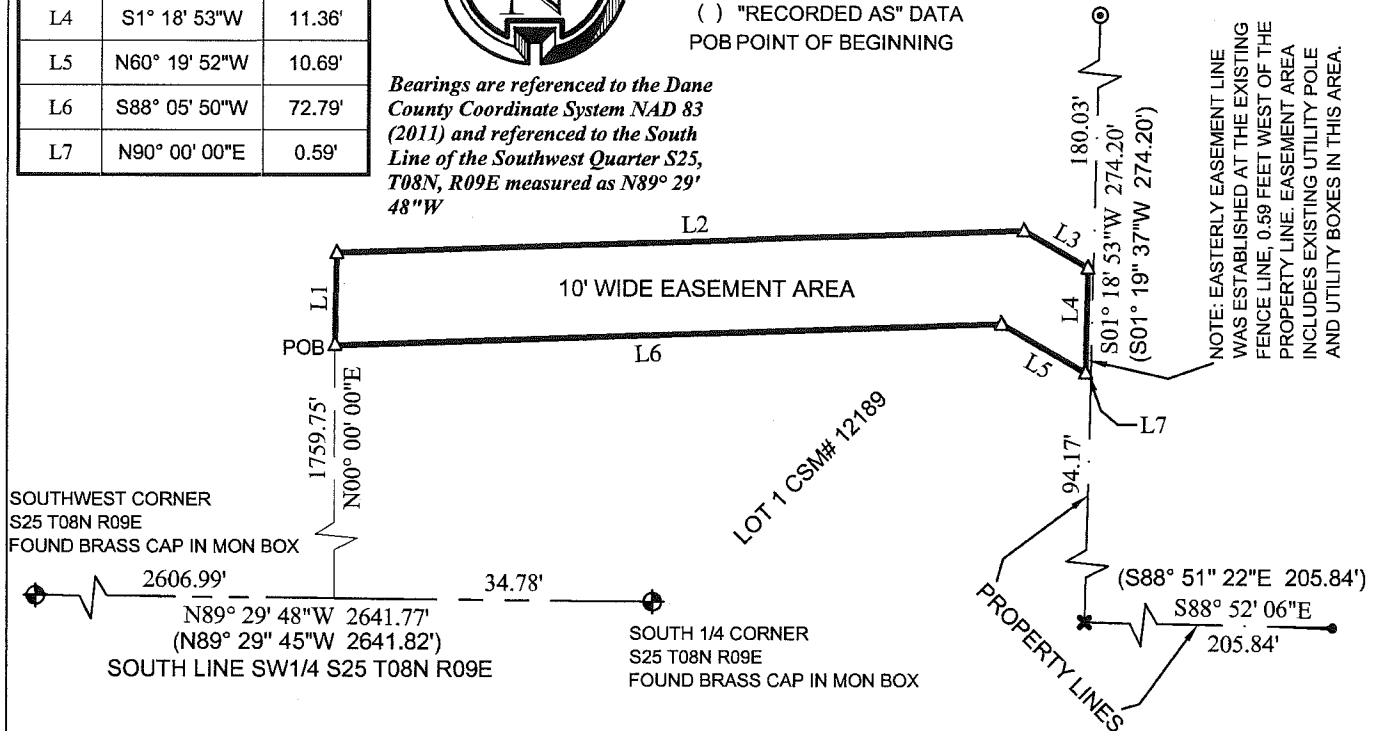
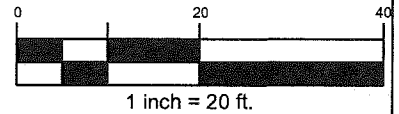
Line Table		
Line #	Bearing	Distance
L1	N1° 18' 53"E	10.02'
L2	N88° 05' 50"E	75.06'
L3	S60° 19' 52"E	8.12'
L4	S1° 18' 53"W	11.36'
L5	N60° 19' 52"W	10.69'
L6	S88° 05' 50"W	72.79'
L7	N90° 00' 00"E	0.59'



*Bearings are referenced to the Dane County Coordinate System NAD 83 (2011) and referenced to the South Line of the Southwest Quarter S25, T08N, R09E measured as N89° 29' 48"W*

### LEGEND

- GOVERNMENT CORNER  
 SET 3/8" X 12" SPIKE  
 FD 1" O.D. IRON PIPE  
 FD 0.75" O.D. IRON BAR  
 COMPUTED CSM POINT  
 "RECORDED AS" DATA  
 POB POINT OF BEGINNING



**Legal Description for AT&T Easement:**

LOCATED IN PART OF LOT 1 OF CSM# 12189, VOL 75 PG 171-175, DOC# 4328930,  
IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF  
SECTION 25, TOWNSHIP 08 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE  
COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the South Quarter Corner of said Section 25; thence North 89 degrees 29 minutes 48 seconds West along the South Line of the Southwest Quarter of said Section 25, a distance of 34.78 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 1759.75 feet to the Point of Beginning; thence North 01 degrees 18 minutes 53 seconds East parallel with the East Line of said Lot 1 of CSM# 12189, a distance of 10.02 feet; thence North 88 degrees 05 minutes 50 seconds East, a distance of 75.06 feet; thence South 60 degrees 19 minutes 52 seconds East, a distance of 8.12 feet to a point that is 0.59 feet West of said East Line; thence South 01 degrees 18 minutes 53 seconds West parallel to said East Line, a distance of 11.36 feet; thence North 60 degrees 19 minutes 52 seconds West, a distance of 10.69 feet; thence South 88 degrees 05 minutes 50 seconds West, a distance of 72.79 feet to the point of beginning.

JULY 06, 2017

**mi-TECH**  
Fond Du Lac • Green Bay • Madison • New Berlin  
800.465.8050

UT. NO. A010RY5