

Document No.

**EASEMENT UNDERGROUND ELECTRIC,
FIBER OPTIC, AND COMMUNICATION**

The undersigned Lynn Marie Charlevoix, a single WI resident, (hereinafter called the "Grantor(s)"), in consideration of the sum of five hundred dollars (\$500.00) 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 to, and remove the Designated Facilities, as defined below, upon, in, under, over, through and across lands owned by the Grantor in the **Town of Necedah, County of Juneau, State of Wisconsin**, said "Easement Area" to be **Ten (10')** feet in width and described as follows:

SEE ATTACHED "EXHIBIT A"

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line, underground fiber optic line, and underground communication line facilities, including but not limited to: conduit, fiber optic wires, hand holes, cables, above ground electric pad-mount transformers and switches, vaults, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or fiber optic and communication signals, and all uses related thereto (collectively, the "Designated Facilities").
2. **Assignment/Lease/Sale of Fiber Optic Capacity:** Grantee, at its sole discretion, shall have the right to assign, lease, or sell all or some of its fiber optic transmission capacity to third-party users. Grantee shall have the right to expand or relocate its fiber optic Designated Facilities within the Easement Area to accommodate such assignment, lease, or sale.
3. **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.
4. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee. All utility service lines are allowed provided that proper clearance distances from Grantee's Designated Facilities are maintained. Driveways are permitted over and through the Easement Area provided that the grade over Grantee's Designated Facilities is not altered by cutting or filling as provided in 6. below.
5. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted, unless prior written approval from Grantee is obtained. The Grantee has the right to trim trees, bushes and brush within the Easement Area, without replacement or compensation hereinafter, that pose, in Grantee's sole judgement, an imminent hazard to Grantee's Designated Facilities.
6. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches without the express written consent of the Grantee.
7. **Restoration and Damages:** The Grantee shall 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), caused by the construction, maintenance or removal of said facilities.
8. **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.
9. **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.
10. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
11. **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)

290280465.06