CITY OF STOUGHTON
PARKS & RECREATION DEPARTMENT
381 East Main Street Stoughton, WI 53589
Dan Glynn CPRP, Director
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Cell: (608) 209-7761
Fax: (608) 873-5519
dglynn@ci.stoughton.wi.us
www.stoughtonrec.com

Date: August 11, 2022

To: Parks & Recreation Committee and City Council

From: Dan Glynn, Parks & Recreation Director

Subject: Alliant Energy Utility License at Mandt Park

Background

Alliant Energy approached the City in 2021 about acquiring an easement for a natural gas line in Mandt Park. Their current gas line runs under the 4th Street bridge and it lacks efficiency that has caused them to seek an easement. Mandt Park is a 6(f) property due to a previous Land Water Conservation Fund Grant, an easement cannot be granted, but a license to have their equipment in a designated area of the park. The license needs to be approved by the National Park Service and is currently pending.

License Details

This license is for an underground natural gas line. The gas line may have valves, main and service laterals, and other components needed. The only object that would be visible would be a flush mount valve cover. An example of a flush mount valve cover is found on the following page. The licensed area is 6 feet in width and the City may not construct buildings, structures, or other improvements, or place water, sewer or drainage facilities over this area. Excluded from this condition is that the City shall retain the right to construct a gravel or paved path over and within the easement area.

The terms of the license is 50 years for all sections of the gas line except for the river crossing connection which is in perpetuity. I have had many meetings with engineers from Strand on the location of the easement and met on-site with Alliant staff to determine the best location for the gas line, so it does not interfere with the development plans for the park. If it is discovered later that it does interfere with the park's development, then Alliant will be responsible for relocation of the gas line. Alliant is offering $3,000 for compensation that is comparable to what other communities have received.

Document No.

LICENSE NATURAL GAS

DO NOT RECORD

The undersigned **City of Stoughton, Wisconsin, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, a license to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, and in accordance with the terms and limitations of this Easement, upon, in, over, through and across lands owned by the Grantor **in the City of Stoughton, County of Dane, State of Wisconsin,** said "License Area" to be **six (6)** feet in width and described as follows:

See Exhibit "A" for a legal description and Exhibit "B" for a depiction of the Easement Area, both attached hereto and made a part hereof.

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53707

Parcel Identification Number(s)

281/0511-081-9320-5

This license ("License") is subject to the following conditions:

1. **Designated Facilities:** This License is for underground natural gas line facilities, including but not limited to pipelines with valves, main and service laterals, and any other components as Grantee may select for use in the transmission and distribution of natural gas products, none of which to be placed above ground (the "Designated Facilities").

2. **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 License Area.

3. **Buildings and Structures:** The Grantor agrees within the License Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express prior written consent of the Grantee. Excluded from this condition is that the Grantor shall retain the right to construct a gravel or paved path over and within the License Area.

4. **Landscaping and Vegetation:** No trees are allowed within the License Area that will interfere with the permissions herein granted. The Grantee has the right to maintain the vegetation within the License Area without replacement or compensation hereinafter.

5. **Elevation:** After the installation of the facilities and final grading of the License Area, the Grantor agrees not to reduce grade of the existing ground surface by more than twelve (12) inches or place rocks or boulders more than eight (8) inches in diameter, within the License Area, without the express prior written consent of the Grantee.

6. **Restoration and Damages:** The Grantee shall restore or cause to have restored, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said Designated Facilities.

7. **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.

8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, its, successors and assigns, of every use and enjoyment of said land within the License Area consistent with permissions herein granted.

9. **Binding Effect:** This agreement is binding upon the successors and assigns of the parties hereto, and shall run with the lands described herein; however, this License shall not be recorded with the Register of Deeds.

10. **Relocation**. Grantee shall remove its Designated Facilities from the License Area and this License shall terminate if Grantor determines, in its sole discretion, that the Designated Facilities within the License Area conflict with Grantor's development plans for Mandt Park. Upon such determination by Grantor, Grantor shall provide Grantee with a written notice to relocate its Designated Facilities. Grantor shall have 120 days after delivery of such notice to remove the Designated Facilities from the License Area.

11. Term. This License shall continue for so long as the Designated Facilities are in use, but in no event for longer than 50 years after the date this License is executed. In the event and to the extent that the Facilities are removed, no longer in use or abandoned then this License shall terminate.

[Signatures on Following Page.]

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

City of Stoughton, Wisconsin, a municipal corporation

_____(SEAL)
Signature

_____
Printed Name and Title

_____(SEAL)
Signature

_____
Printed Name and Title

_____(SEAL)
Signature

_____
Printed Name and Title

_____(SEAL)
Signature

_____
Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this _____ day of _____, 20_____, the above named _____

_____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Signature of Notary

_____
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

Jordan R. Oosterhouse

John Bresnahan

Checked by

August 12, 2022

Project Title:	PZ0814 Yahara River 6P Crossing at Mandt Park
ERP Activity ID:	4107659
Tract No.:	1 of 1
REROW No.:	

Exhibit A

A License Area six (6) feet in width, lying six (3) feet on each side of the following described reference line:

Commencing at the North Quarter (N 1/4) corner of Section 8, Township 5 North, Range 11 East, City of Stoughton, Dane County, Wisconsin;
thence South 89°50'42" East, 1815.84 feet along the North line of the Northeast Quarter (NE 1/4) of said Section 8;
thence South 00°09'18" West, 2125.95 feet to the Point of Beginning;
thence South 38°01'16" West, 83.20 feet;
thence South 84°09'38" West, 125.91 feet;
thence North 79°26'27" West, 548.40 feet;
thence North 60°04'09" West, 400.21 feet more or less to the easterly right-of-way of South 4th Street and there terminating.

Also, a temporary construction license forty (40) feet in width, lying twenty (20) feet on each side of the following described reference line:

Commencing at the North Quarter (N 1/4) corner of Section 8, Township 5 North, Range 11 East, City of Stoughton, Dane County, Wisconsin;
thence South 89°50'42" East, 1815.84 feet along the North line of the Northeast Quarter (NE 1/4) of said Section 8;
thence South 00°09'18" West, 2125.95 feet to the Point of Beginning;
thence South 38°01'16" West, 83.20 feet;
thence South 84°09'38" West, 125.91 feet;
thence North 79°26'27" West, 548.40 feet;
thence North 60°04'09" West, 400.21 feet more or less to the easterly right-of-way of South 4th Street and there terminating.

The temporary construction license shall automatically expire upon completion and restoration of the initial construction of the gas line intended for this license.

Grantor's deed recorded March 31, 1998, as Document Number 2949961, in the office of the Register of Deeds for Dane County, Wisconsin.

The sidelines of the above described License Areas shall be prolonged or shortened to end at the property lines that are intersected by the above described reference line and the side lines of the License Area at angle points are lengthened or shortened to end at their succeeding and preceding side margins in order to form a continuous License Area and to match the depiction on Exhibit "B".

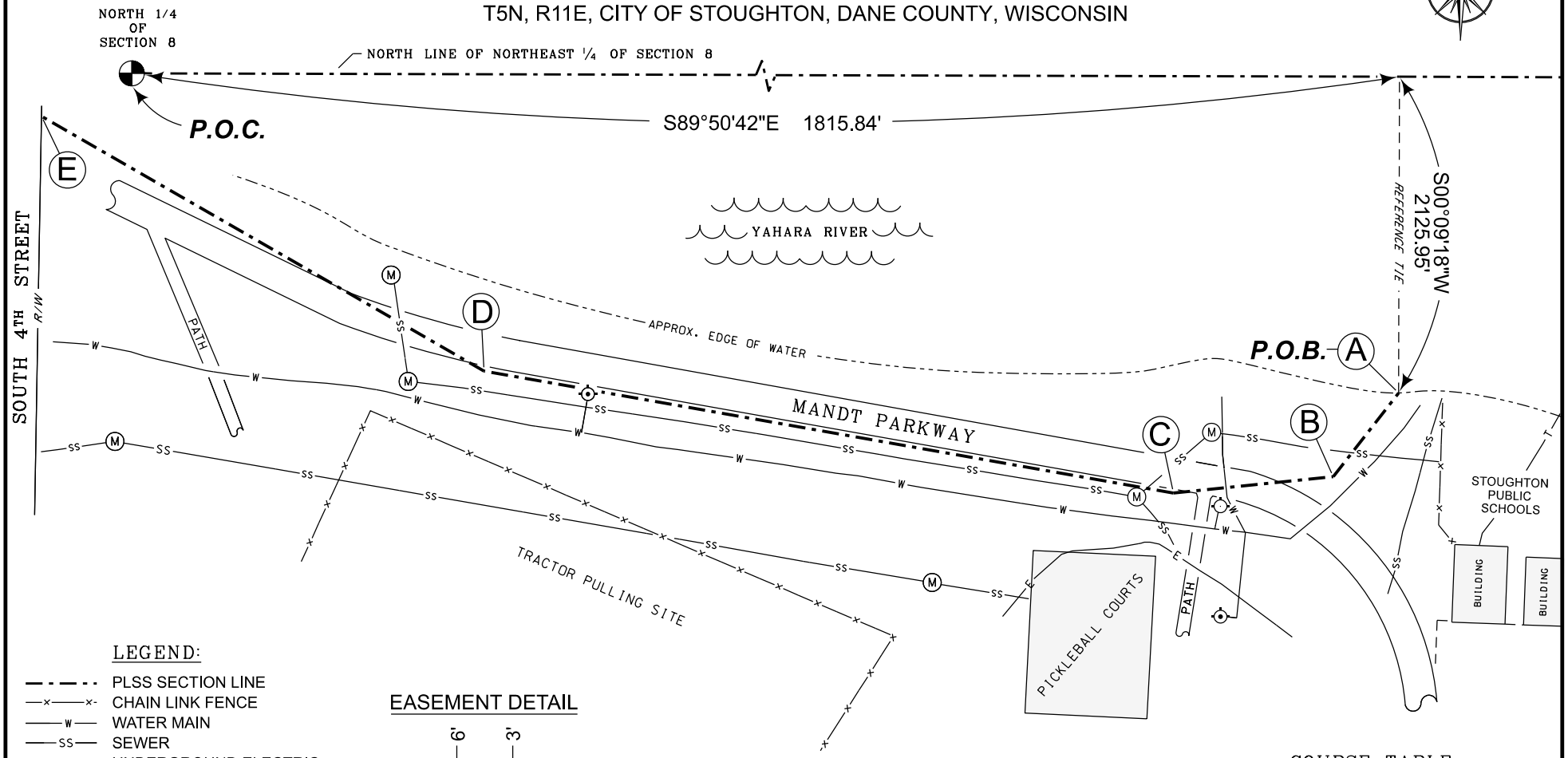
Located in part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 8, Township 5 North, Range 11 East, City of Stoughton, Dane County, Wisconsin.

25984180.3

File:

EXHIBIT B

PART OF SW 1/4 - NE 1/4, AND THE SE 1/4 - NE 1/4, SECTION 8,
T5N, R11E, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

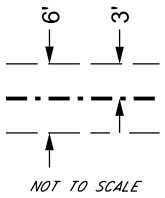


LEGEND:

- PLSS SECTION LINE
- CHAIN LINK FENCE
- WATER MAIN
- SEWER
- UNDERGROUND ELECTRIC
- EASEMENT CENTERLINE
- FIRE HYDRANT
- STORM SEWER MANHOLE

ALL UNDERGROUND SHOWN ON MAP ARE SURVEYED BASED ON DIGGERS HOTLINE TICKET'S No. 20211709416 & No. 20222223636

EASEMENT DETAIL



MANDT PARK
Parcel No. 051108193205

COURSE TABLE

A - B	S38°01'16"W	83.20'
B - C	S84°09'38"W	125.91'
C - D	N79°58'26"W	548.40'
D - E	N60°04'09"W	400.21'

Alliant Energy

This drawing shall be used solely for easement description purposes and thus may only be relied upon for such purpose.

If this bar does not measure 1" then drawing is not to scale.

0 60 120

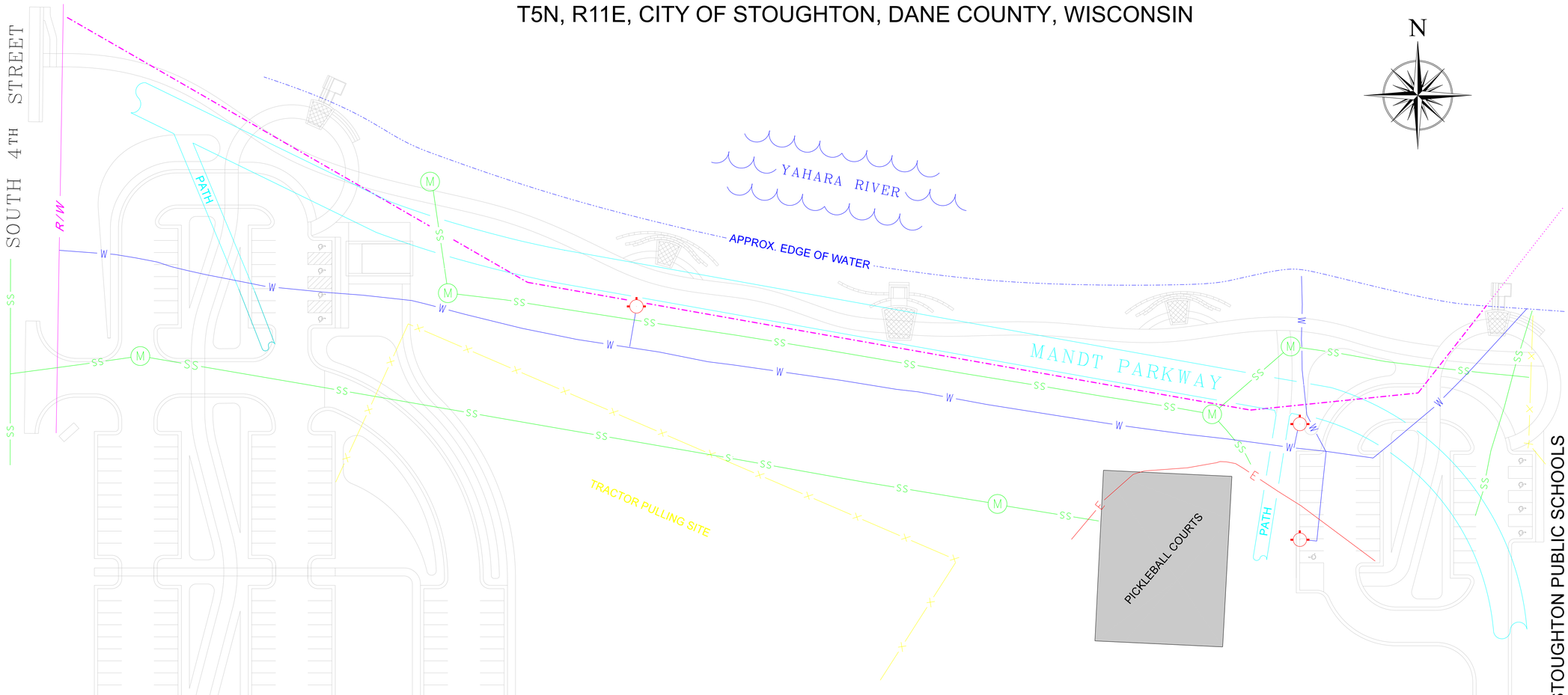
SCALE: 1" = 120'

WP&L UTILITY EASEMENT MAP

PROPERTY OWNER / EASEMENT GRANTOR: CITY OF STOUGHTON

Drawn:	TJT	Date:	07/15/2022
Scale:	1" = 120'	SHEET	1 OF 1

PART OF SW 1/4 - NE 1/4, AND THE SE 1/4 - NE 1/4, SECTION 8, T5N, R11E, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN



LEGEND:

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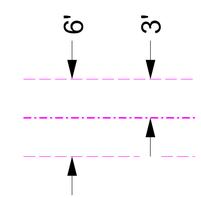

NOT TO SCALE

GAS ENGINEERING

NO.	DATE	REVISION	BY	CHK'D	APV'D
0	07/19/2022	PROJECT WORKING MAP			

IF SCALE DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

0 20 40

SCALE: 1" = 40'

CONFIDENTIAL

These documents are for the use of Alliant Energy. Alliant Energy disclaims all warranties, both expressed and implied. Use by anyone other than Alliant Energy is at their own risk.

Alliant Energy

WISCONSIN POWER AND LIGHT COMPANY

MANDT PARK

STOUGHTON, WISCONSIN

DWG. NO.

PROJECT SCOPE MAP

Plotted: $DATE$
File: $FILE$