

**UNDERGROUND GAS MAIN EASEMENT**

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, herein called MGE, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said MGE, its successors, and assigns, the perpetual, non-exclusive right and easement to construct, lay, operate, maintain, inspect, replace, and remove a pipeline, including valves, metering, regulating, and other appurtenances necessary for the distribution of gas and MGE's communication signals upon, along, across, under, and through the following described land located in Dane County, Wisconsin:

A parcel of land, located in part of vacated International Lane as shown on Certified Survey Map 2707, Volume 10 of Certified Survey Maps, page 373, and originally retained by Quit Claim Deed document 1416749, and discontinued by Resolution Document 3058867, and being located in part of the SE¼ of the NE¼ of Section 30, T8N-R10E, City of Madison, Dane County, Wisconsin, described as follows:

Commencing at the northeast corner of Lot 3 of said Certified Survey Map; Thence S01°55'09"W, 116.31 feet along the east line of said Lot 3 and the west line of said vacated International Lane to the point of beginning; thence N89°26'56"E, 656.95 feet; thence S00°33'04"E, 3.00 feet; thence N89°26'56"E, 70.34 feet; thence S00°33'04"E, 7.00 feet; thence S89°26'56"W, 727.72 feet; thence N01°55'09"E, 10.01 feet along the east line of said Lot 3 and the west line of said vacated International Lane to the point of beginning.

Easement area as depicted on attached Exhibit "A" dated July 11, 2022.

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. MGE 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 easement conveyed hereby but shall not interfere with the use of same by MGE 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 easement, nor permit others to do so without the express written consent of MGE. 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.

MGE shall not use or authorize others to use the land subject to this easement in such a manner as to create electrical or electronic interference with radio transmission or reception between aircraft and any air, navigational, or aviation communications installation upon or in the vicinity of Grantor's airport, or in such manner as to make it difficult for pilots to distinguish between airport lights and other lights or so as to otherwise impair pilots' visual perception in the vicinity of the airport or as to otherwise endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport.

MGE shall indemnify, defend, and save harmless Grantor from any liability in connection with any accident or other act or omission in connection with or arising from the exercise by MGE of the rights herein granted.

Following any entry by MGE or assigns upon the right-of-way herein conveyed, for the purpose of exercising any of MGE's rights herein conveyed, MGE shall repair and restore the right-of-way as nearly as practicable to the condition existing prior to such entry.

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 Easement.

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 0810-301-0090-3

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

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

DANE COUNTY REGIONAL AIRPORT

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

\_\_\_\_\_  
Print or type name (and title)

**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.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
State of Wisconsin  
My commission expires \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

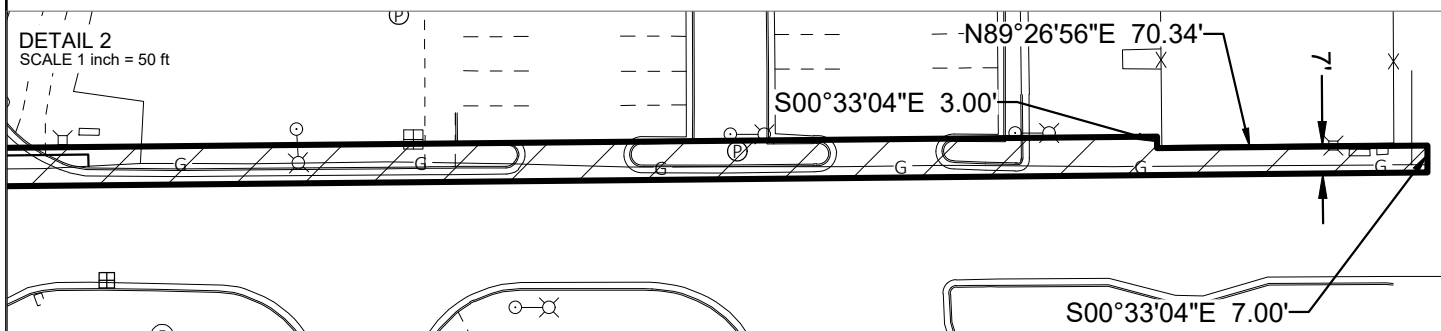
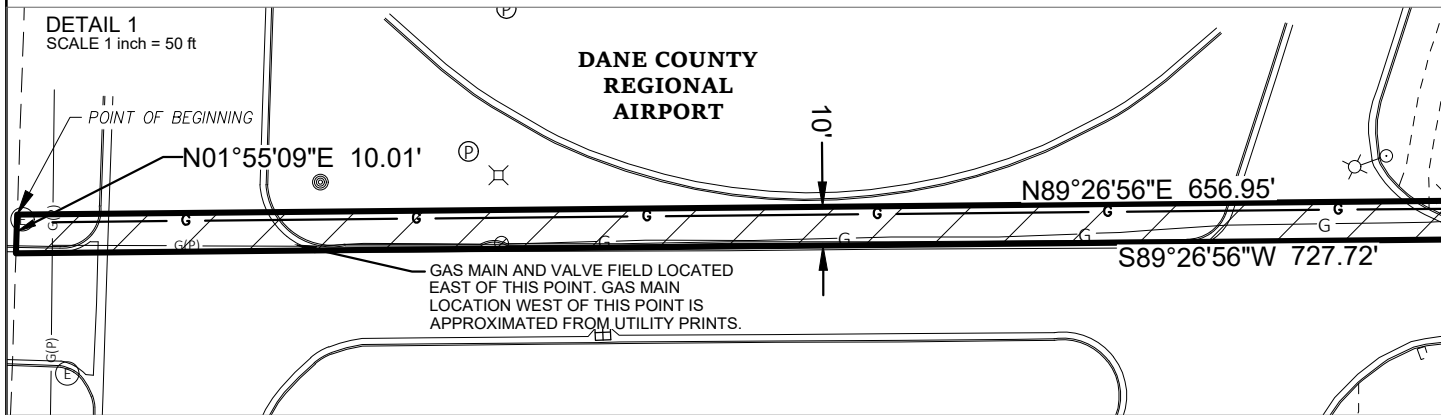
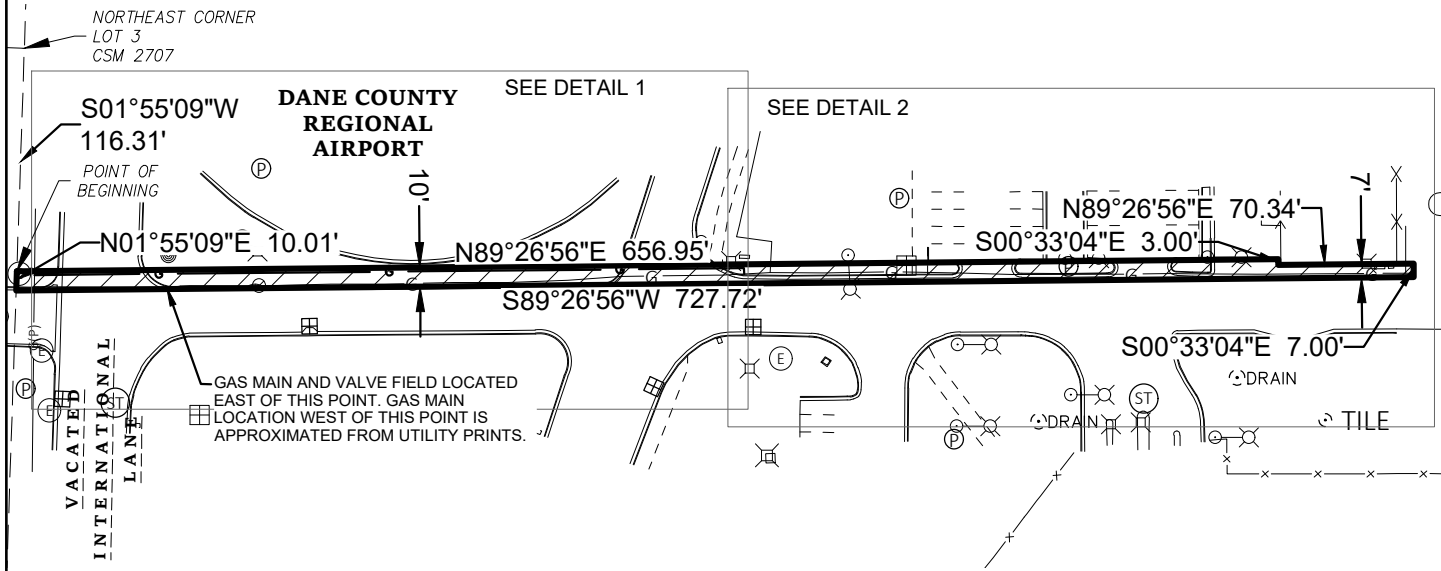
**STATE OF WISCONSIN            )ss**  
**COUNTY OF \_\_\_\_\_        )**

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 \_\_\_\_\_

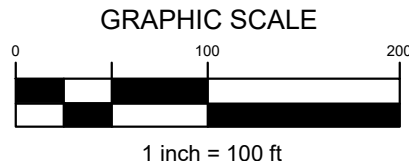
# EXHIBIT "A"



**Legal Description:** A PARCEL of land, located in part of vacated International Lane as shown on Certified Survey Map 2707, Volume 10 of Certified Survey Maps, page 373, and originally retained by Quit Claim Deed document 1416749, and discontinued by Resolution document 3058867, and being located in part of the SE1/4 of the NE1/4 of Section 30, Town 8 North, Range 10 East, City of Madison, Dane County, Wisconsin, described as follows:

Commencing at the northeast corner of Lot 3 of said Certified Survey Map; Thence S01°55'09"W, 116.31 feet along the east line of said Lot 3 and the west line of said vacated International Lane to the point of beginning; thence N89°26'56"E, 656.95 feet; thence S00°33'04"E, 3.00 feet; thence N89°26'56"E, 70.34 feet; thence S00°33'04"E, 7.00 feet; thence S89°26'56"W, 727.72 feet; thence N01°55'09"E, 10.01 feet along the east line of said Lot 3 and the west line of said vacated International Lane to the point of beginning.

	NEW EASEMENT
	PROPOSED GAS LINE
	BURIED GAS LINE
	BURIED GAS LINE PER PLAN



THIS INSTRUMENT WAS DRAFTED BY:  
 SCOTT WARNER  
 7/11/2022  
 MADISON GAS AND ELECTRIC  
 RIGHTS OF WAY DEPARTMENT

**mgoe.**  
 623 RAILROAD ST  
 MADISON, WI 53703  
 GENERAL OFFICE: 608-252-7000