

The undersigned DANE COUNTY, a Wisconsin municipal corporation, herein called Grantor or County, 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 ("Facilities") upon, along, under, and through the following described land located in Dane County, Wisconsin (the "Easement"):

A Permanent Gas Main Easement located in part of the NW¼ of the NW¼ of Section 28, T8N, R9E, Town of Westport, Dane County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Section 28; thence, N89°50'28"E, 121.17 feet, along the north line of the NW¼ of the NW¼; thence S0°09'32"E, 300.00 feet, to the southerly right-of-way line of CTH K and the point of beginning; thence, S75°26'06"E, 15.83 feet, along said southerly right-of-way line; thence, S20°54'18"W, 13.76 feet; thence, S50°45'10"E, 235.43 feet, to a point of circular curve to the right having a radius of 726.00 feet; thence, 169.82 feet along said curve whose long chord bears S44°03'05"E, 169.44 feet; thence, S37°21'01"E, 62.84 feet; thence, S07°38'59"W, 37.45 feet; thence, N74°38'24"E, 353.21 feet to a southwesterly right-of-way line of CTH K; thence, S15°24'53"E, 10.00 feet, along said right-of-way line; thence, S74°38'24"W, 357.46 feet; thence, S07°38'59"W, 24.81 feet, to a point of circular curve to the left having a radius of 1183.00 feet; thence, 457.93 feet along said curve whose long chord bears S47°44'41"W, 455.08 feet; thence, S52°03'39"E, 47.87 feet, to a point of circular curve to the left having a radius of 1195.92 feet being on the northwesterly right-of-way line of CTH M; thence, 10.01 feet along said curve whose long chord bears S35°44'32"W, 10.01 feet; thence, N52°03'39"W, 58.00 feet, to a point of circular curve to the right having a radius of 1193.00 feet; thence, 466.79 feet along said curve whose long chord bears N47°23'41"E, 463.81 feet; thence, N07°38'59"E, 64.21 feet; thence, N37°21'01"W, 58.70 feet, to a point of circular curve to the left having a radius of 716.00 feet; thence, 167.48 feet along said curve whose long chord bears N44°03'05"W, 167.10 feet; thence, N50°45'10"W, 238.38 feet; thence, N65°42'41"W, 7.66 feet, to the northwesterly line of Dane County owned lands described in Warranty Deed Document 5798355 as recorded with the Dane County Register of Deeds Office; thence, N14°51'19"E, 20.23 feet, along said northwesterly line of Dane County owned lands to the point of beginning ("Easement Area").

Easement Area as depicted on attached Exhibit "A" dated May 22, 2023.

The Easement Area is located in a parcel owned by Grantor described as follows:

Part of the Northwest 1/4 of the NW 1/4 of Section 28, Township 8 North, Range 9 East in the Town of Westport, Dane County, Wisconsin, more fully described as follows: beginning at an iron stake at a point on the West line of said Section 28, 533.82 feet south of the Northwest corner of said Section 28; Thence South 74° 04' East, 49.0 feet to an iron stake; Thence North 15° 56' East, 289.26 feet to the centerline of CTH "K"; Thence South 74° 04' East along said centerline, 513.73 Feet; Thence South 72° 27' East, 150.52 feet; Thence South 14° 38' East, 156.08 feet to a point on the Northwesterly right-of-way line of CTH "M"; Thence South 50° 19' West, 1020.78 feet along the long chord of a curve whose radius is 1195.92 Feet to an iron stake; Thence North 63° 40' West, 20.0 feet to an iron stake on the West line of said Section 28; Thence North along said West line, 715.74 Feet to the point of beginning, as set forth in Document #5798355, recorded at the Dane County Register of Deeds Office ("Parcel").

This instrument drafted by:
Adam J. Gile
Rights-of-Way Department
Madison Gas and Electric Company

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 0809-282-8680-8

MGE Easement No. _____

23eas128

This Easement includes the right of MGE to enter upon said Parcel for purposes not inconsistent with this Easement, including repairing, maintaining, improving, or removing the Facilities, 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. Grantor shall have the right to use and enjoy the surface of the Easement Area conveyed hereby but shall not interfere with the use of same by MGE for purposes hereinabove granted. Grantor shall not build, create, or construct any buildings or other structures; plant trees; inundate; or change the grade of the Easement Area, 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.

Notwithstanding anything to the contrary herein, Grantor retains the following relocation right:

Grantor has the right to require MGE to relocate the Facilities from the Easement Area to another location on and within the Parcel with any and all such relocation costs to be paid for by MGE; expressly provided that the new location of the Easement Area i) allows MGE to continue to exercise its rights and operate its Facilities in a manner consistent with the purposes of this Easement and in a manner which will not interfere with normal utility infrastructure maintenance and operation; ii) enables the relocation and reconstruction of the Facilities in a manner consistent with applicable laws, regulations and construction standards; and iii) provides a reasonable time frame for such relocation and reconstruction ("Relocation Right"). In the event that this Relocation Right is exercised by Grantor, Grantor shall reasonably cooperate to amend and replace Exhibit A with the new location of the Easement Area.

Grantor and MGE expressly agree that the foregoing Relocation Right: i) is personal to Grantor; ii) shall not run with the land; iii) shall expire and terminate upon the sale or disposition of any part of or the entirety of the Parcel by Grantor, and iv) shall not be transferable or assignable in any manner by Grantor to any third-party or successor owner of the Parcel. The intent of this paragraph is to ensure that the County may exercise the Relocation Right during its period of Parcel ownership for the benefit of the County (not for the benefit of a future owner or developer), and that no future owner of the Parcel may exercise said Relocation Right or require MGE to relocate the Facilities or Easement Area at MGE's expense.

This Agreement is binding upon any and all successors and assigns of Grantor.

The undersigned warrants and represents that the undersigned has the proper power and authority to grant this Easement.

WITNESS, the hand and seal of the Grantor this _____ day of _____ 20_____.

COUNTY OF DANE

_____ (SEAL)

Print or type name (and title)

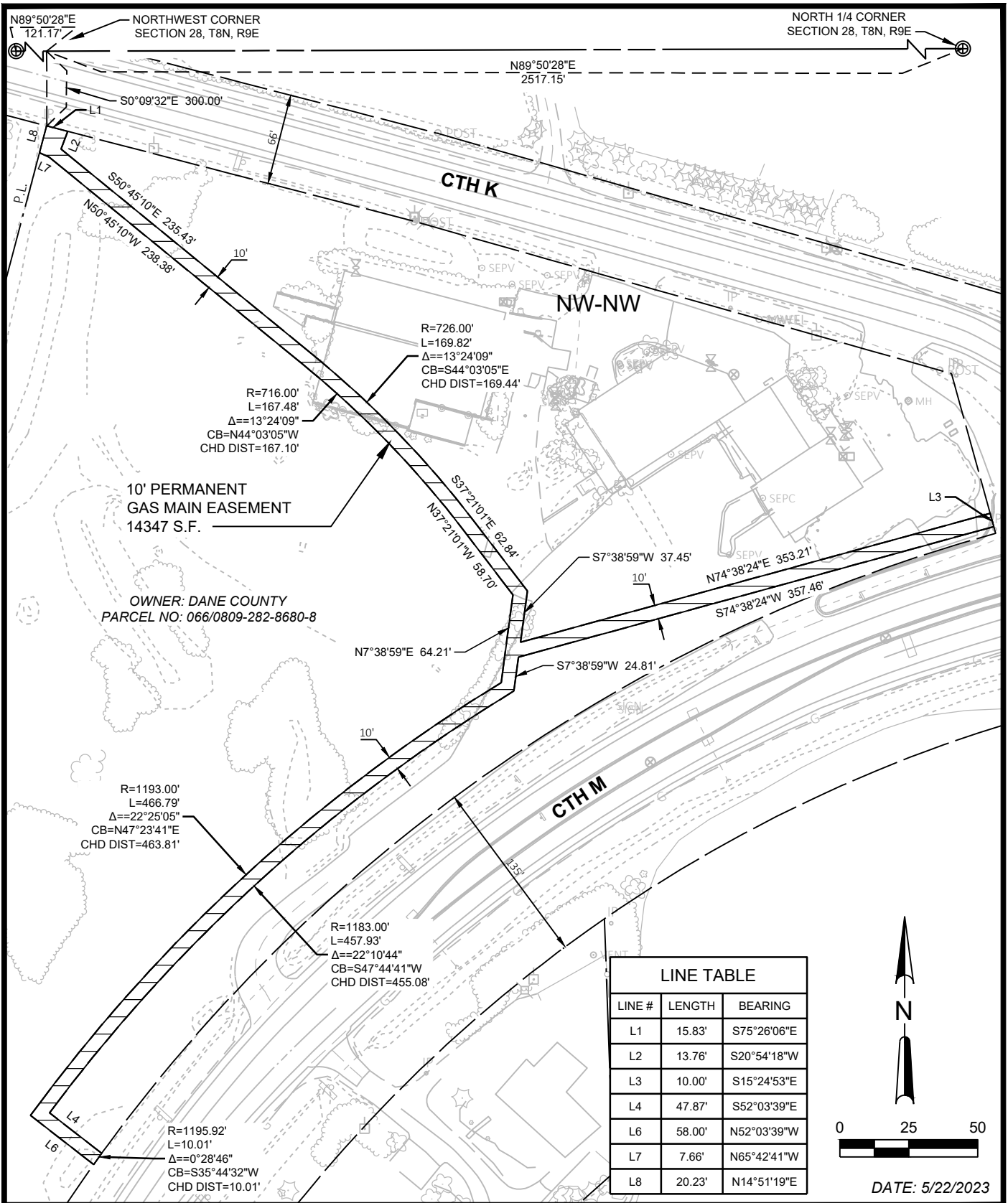
STATE OF WISCONSIN)ss
COUNTY OF _____) **ACKNOWLEDGMENT**

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 _____

File: S:\MAD\1600--1699\1609\092\Drawings\CTH M\CAD\Civil3D\RW\DWG\CTH M Easement.dwg Time: May 22, 2023 - 8:16am



10' PERMANENT GAS MAIN EASEMENT
14347 S.F.

OWNER: DANE COUNTY
PARCEL NO: 066/0809-282-8680-8

LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.83'	S75°26'06"E
L2	13.76'	S20°54'18"W
L3	10.00'	S15°24'53"E
L4	47.87'	S52°03'39"E
L6	58.00'	N52°03'39"W
L7	7.66'	N65°42'41"W
L8	20.23'	N14°51'19"E

DATE: 5/22/2023

PERMANENT GAS MAIN EASEMENT
MADISON GAS AND ELECTRIC
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4
SECTION 28, TOWNSHIP 8 NORTH, RANGE 9 EAST
TOWN OF WESTPORT, DANE COUNTY, WISCONSIN

SA STRAND ASSOCIATES®

EXHIBIT A

1609.092