

**UNDERGROUND GAS 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 grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said MGE, its successors, and assigns, the perpetual right and easement to construct, lay, operate, maintain, inspect, replace, and remove gas main and gas service lateral pipes, including valves, meters, regulators, and other appurtenances necessary for the distribution of gas along, across, under, and through the following described land located in Dane County, Wisconsin:

A TEN (10) foot wide strip of land, lying in the NE1/4 of the NE1/4, Section 29, T8N-R10E, City of Madison, Dane County, Wisconsin, centerline of said strip more particularly described as follows:

Commencing at the East 1/4 corner of said Section 29; thence, along the East line of the Northeast Quarter of said Section 29, N01°16'13"W, 1620.03 feet; thence N90°00'00"W, 520.15 feet to the Point of Beginning; thence S47°47'49"W, 350.82 feet to the northeasterly boundary of a 10 foot wide Underground Electric Right Of Way Grant, recorded as Document No. 4604525, also being the Point of Termination.

The easement shall be located approximately as set forth in the drawing attached hereto as Exhibit "A" and dated September 15th, 2021

The above described easement is intended to be in the same location as an existing Underground Electric Easement to MGE, Document No. \_\_\_\_\_, and solely serves to add easement rights for Natural Gas facilities to said Electric easement.

The rights granted herein are subject to the conditions set forth in Exhibit B attached hereto. Subject to said conditions, Grantee shall have the right of ingress and egress on lands of Grantor adjacent to the Easement Area for the purpose of exercising the rights herein granted and the right to remove, cut or trim brush, shrubs, trees and vegetation located on the Easement Area which may, in the judgment of Grantee, interfere with access by Grantee. This easement shall be null and void in the event Grantee ceases to use it for the purposes set forth herein.

Following any entry by Grantee upon the Easement Area for the purpose of exercising any of Grantee's rights herein granted, Grantee shall repair and restore the Easement Area as nearly as practicable to the condition existing prior to such entry.

The terms of this Easement shall be binding upon the heirs, administrators, executors, successors, and assigns of both Grantor and Grantee. By acceptance and recording of this Easement, Grantee shall be bound by the obligations imposed on it herein.

**SIGNATURE PAGE FOLLOWS**

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 0810-291-0099-8

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

**FOR DANE COUNTY, WISCONSIN:**

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**SCOTT MCDONELL  
DANE COUNTY CLERK**

**STATE OF WISCONSIN            )**  
  )**ss**  
**COUNTY OF DANE                )**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the above-named Scott McDonell, Dane County Clerk, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

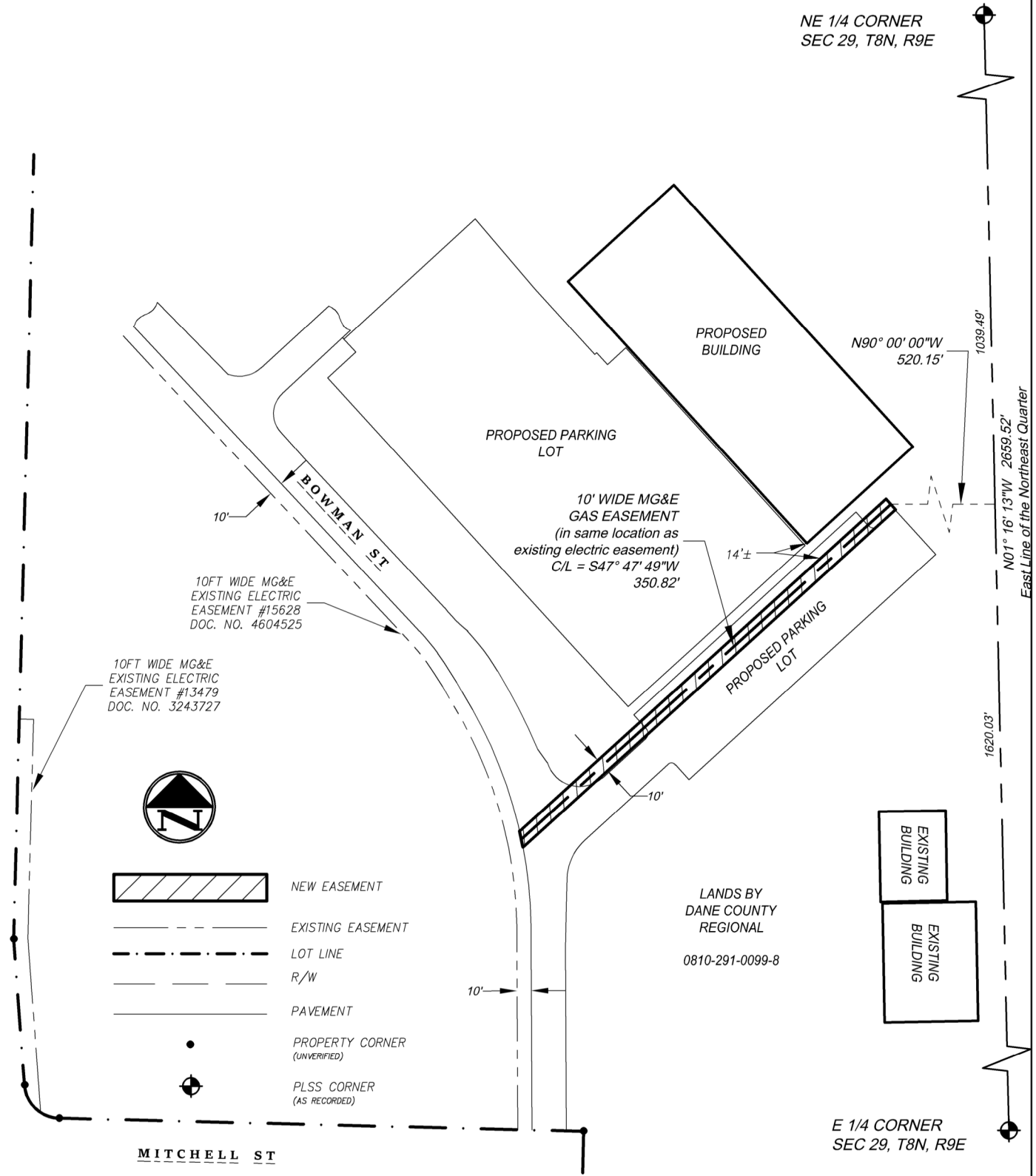
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Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

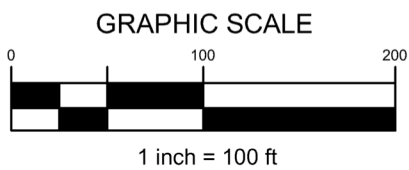
Easement Drafted by: Rights-of-Way Department, Madison Gas and Electric Company

# EXHIBIT "A"

NE 1/4 CORNER  
SEC 29, T8N, R9E



-  NEW EASEMENT
-  EXISTING EASEMENT
-  LOT LINE
-  R/W
-  PAVEMENT
-  PROPERTY CORNER (UNVERIFIED)
-  PLSS CORNER (AS RECORDED)



THIS INSTRUMENT WAS DRAFTED BY:  
**JOSEPH RHONE**  
9/15/2021  
MADISON GAS AND ELECTRIC  
RIGHTS OF WAY DEPARTMENT



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

**EXHIBIT B CONDITIONS**  
**EASEMENT – UNDERGROUND ELECTRIC**

The continued validity of the Easement to which this Exhibit B is attached (hereinafter, the "Easement") is subject to the following conditions:

1. **GRANTOR** retains, for the use and benefit of the public, the right to pursue all operations of the Dane County Regional Airport (hereinafter, the "Airport") in the vicinity of the Easement Area, including the right of aircraft to cause such sound, vibration, dust, and other disturbance as may be inherent in the operation of aircraft on, over, and in the vicinity of the Airport.
2. **GRANTEE** acknowledges, and accepts as a condition to the grant of the Easement, that the Easement Area is located in a noise-impacted area; that present and future Airport-related noise and other disturbances might interfere with the unrestricted use and enjoyment of the Easement Area; that Airport-related noise and other disturbances might change over time by virtue of greater numbers of aircraft, louder aircraft, or scheduling variations; and that changes in aircraft, air traffic control operating procedures, or in the Airport layout could result in real or perceived increases in noise and other disturbances from Airport-related activities.
3. **GRANTEE** shall at all times while exercising rights granted under the Easement keep the airspace above the Easement Area free and clear of any and all objects extending 25 feet above existing ground level.
4. **GRANTEE** shall not exercise any rights granted under the Easement or use or permit the use of the Easement Area in a manner that interferes with air navigation or related ground operations, impedes the ability of pilots to distinguish and identify Airport lights and navigational aids, produces glint or glare, interferes with the use of communication equipment and facilities serving the Airport and Airport users, or otherwise creates a hazard to aviation as determined at the sole discretion of **GRANTOR**.
5. **GRANTEE** shall not use or permit use of the Easement Area in any manner that has the potential to attract wildlife that may be hazardous to aviation in the vicinity of the Airport.
6. **GRANTOR** retains at all times a continuing right of entry onto the Easement Area to keep the Easement Area free and clear of any object which may be or cause a hazard to aviation, as determined at the sole discretion of **GRANTOR**.
7. **GRANTEE** shall not have the right to construct or place any aboveground structure in the Easement Area unless such construction or placement is specifically approved in writing by **GRANTOR**.
8. **GRANTEE'S** use of the Easement Area is subject to compliance with the notice and review requirements contained in Federal Aviation Regulations Part 77, Subpart B. Upon the request of Grantor and with Grantor's assistance, Grantee will submit any notices required by the Federal Aviation Regulations applicable to Grantee's activities.
9. **GRANTEE** for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree that **GRANTEE** shall use the Easement Area in compliance with all applicable federal, state, and local laws and regulations.
10. **GRANTEE** shall obtain advance approval from **GRANTOR'S** Airport Director prior to entry upon Airport premises surrounded by air operations area perimeter fencing.
11. Notwithstanding anything in the Easement that may be to the contrary, **GRANTOR** retains the right to construct and use walks, drives, ramps, runways, or taxiways over the Easement Area at any time such construction or use is deemed by **GRANTOR** to be in the best interests of its Airport. Further, **GRANTOR** may construct buildings or other structures in the Easement Area, provided that such construction does not interfere with **GRANTEE'S** facilities and, if such construction necessitates the relocation of **GRANTEE'S** facilities, **GRANTOR** provides an alternative easement area therefor and pays all expenses associated with such relocation. **GRANTOR** shall not plant trees in the Easement Area or cause the inundation thereof.

**EXHIBIT B CONDITIONS  
EASEMENT – UNDERGROUND ELECTRIC**

12. The rights granted under the Easement are subject and subordinate to the terms of any conveyance by or to **GRANTOR** of property rights involving the Easement Area, provided such conveyance is recorded prior to the effective date of the Easement.
13. Prior to the construction of facilities as permitted under the Easement, **GRANTEE** shall hold, at a location selected by **GRANTOR'S** Airport Director, a preconstruction meeting with **GRANTOR'S** Airport engineer and security director, representatives of the Federal Aviation Administration, and **GRANTEE'S** construction contractors to obtain approval of construction plans and scheduling.
14. The exercise by **GRANTEE** of any of the rights granted under the Easement shall be deemed to be consent by **GRANTEE** to be bound by the conditions and covenants set forth herein.
15. **GRANTOR** shall provide **GRANTEE** with reasonable notice of any act that **GRANTOR** believes is or could become a violation of the terms and conditions of this Easement.