

Document No.

**UNDERGROUND ELECTRIC 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, maintain, and operate manholes, conduits, cables, pedestals, transformers, and other appurtenances necessary for the transmission and distribution of electrical current and MGE's communication signals upon, under, across, and through the following described land located in Dane County, Wisconsin:

A PARCEL of land, located in part of Lots 1 and 2, Certified Survey Map 15758, Document 5750472, Volume 114 of Certified Survey Maps, Pages 319-326 as recorded at the Dane County Register of Deeds Office, located in the NE¼ of the SW¼ of Section 23, Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, described as follows:

Commencing at the northwest corner of said Lot 2; thence, S00°15'46"E, 2.02 feet along the west line of said Lot 2 to the south line of an existing Madison Gas and Electric easement recorded as Document No. 2693640 at the Dane County Register of Deeds also being the point-of-beginning; thence, N89°42'46"E, 97.83 feet; thence, S00°33'56"E, 4.50 feet; thence, S89°42'46"W, 12.96 feet; thence, S00°00'00"W, 140.99 feet to the north line of an existing 10-foot private utilities easement recorded as document number 1220391 at the Dane County Register of Deeds; thence, S89°35'00"W, 10.00 feet along said north line of exiting easement; thence, N00°00'00"E, 141.02 feet; thence, S89°42'46"W, 74.89 feet to the west line of said Lot 2; thence, N00°15'46"W, 4.50 feet to the point-of-beginning.

Easement area as depicted on attached Exhibit "A," dated April 10, 2023.

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.

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.

Signatures on following pages.

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 0709-233-2101-5; 0709-233-2102-3  
MGE Easement No. \_\_\_\_\_

23eas70

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

BAYVIEW HOUSING PARTNERS LLC

\_\_\_\_\_ (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 \_\_\_\_\_

**MORTGAGE HOLDERS CONSENT**

The undersigned hereby adopts and joins in the execution of the above and foregoing easement grant (and does hereby subordinate its mortgage thereto) and consents to the enjoyment by MGE therein of the rights by said grant. The undersigned Officer(s) represents and warrants that s/he has full power and authority to agree to this Consent and s/he has been properly authorized and empowered to enter into this Consent.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Seal (optional)

By \_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

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

COUNTY OF DANE

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

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

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

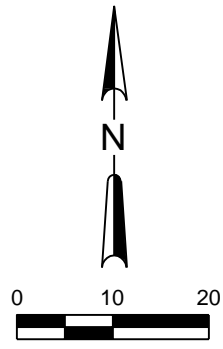
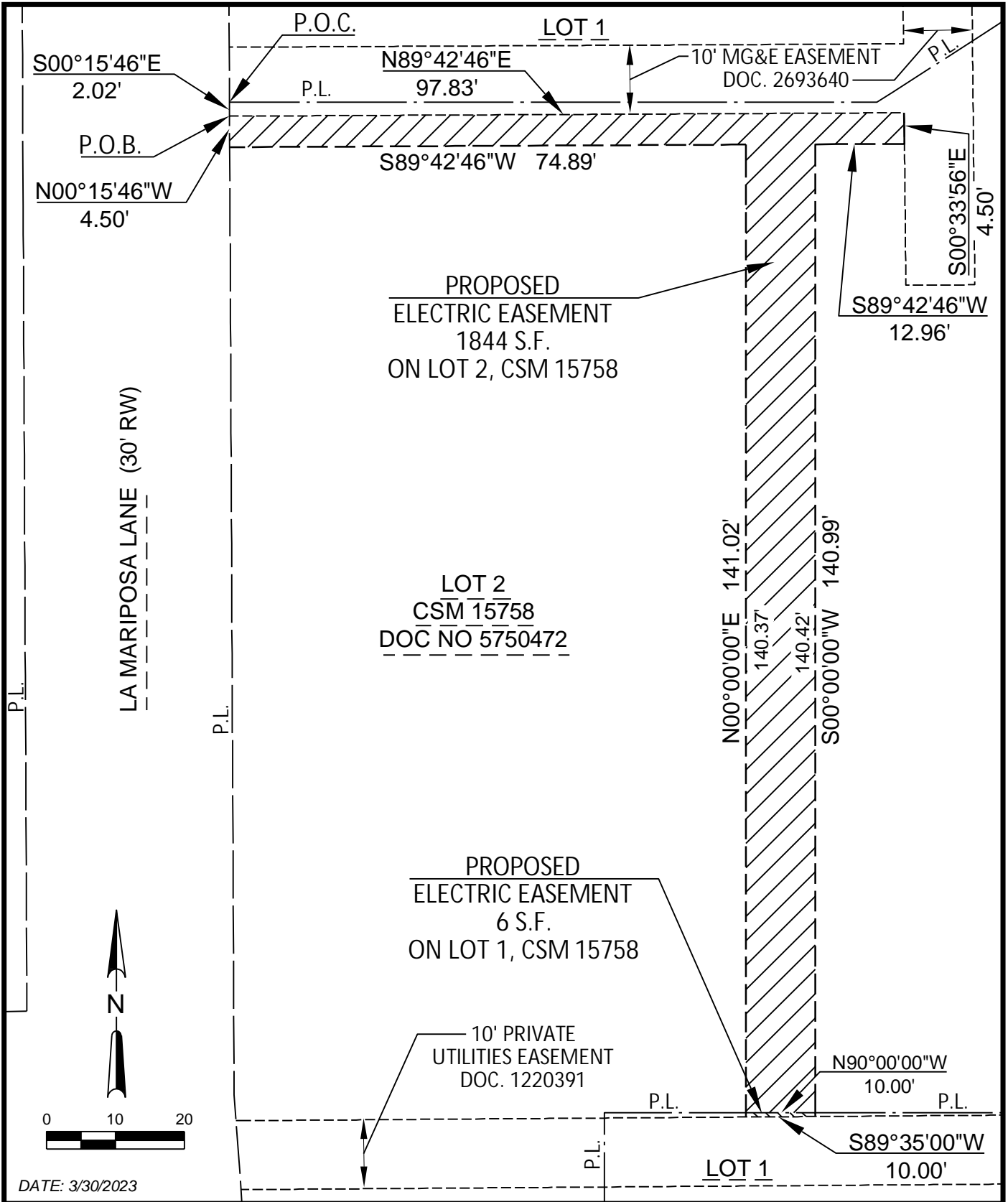
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\_\_\_\_\_ to me known (or satisfactorily proven) to be the person(s) who executed the foregoing instrument and acknowledged the same.

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

File: S:\MAD\1600--1699\1609\091\Drawings\CAD\Civil\3d\RW\EASEMENT-- MGE\_Lot 2 CSM 15758.dwg Time: Apr 10, 2023 - 10:57am



**MADISON GAS AND ELECTRIC**  
**PROPOSED ELECTRIC EASEMENTS**  
 PART OF LOTS 1 & 2 OF CSM 15758  
 LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4  
 SECTION 23, TOWNSHIP 7 NORTH, RANGE 9 EAST  
 CITY OF MADISON, DANE COUNTY, WISCONSIN

**STRAND ASSOCIATES®**  
 EXHIBIT A  
 1609.091