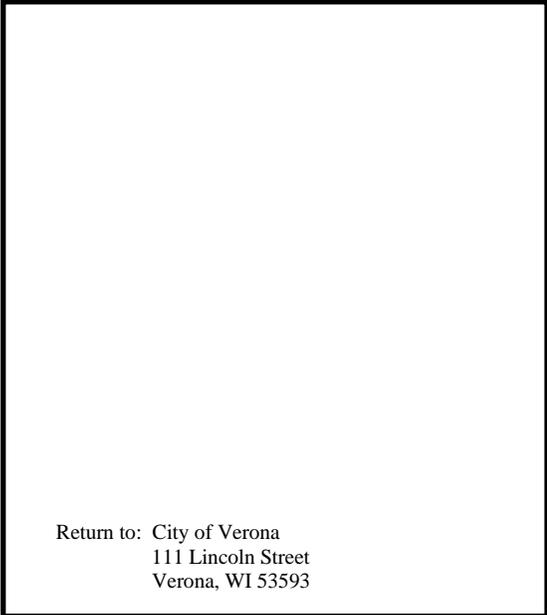


PERMANENT STORM SEWER EASEMENT

**City of Verona Ice Arena Dane County
Storm Sewer Easement**

IN CONSIDERATION OF the sum of one and 00/100 Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Dane County, Wisconsin (“Grantor”) hereby grants to the City of Verona (“Grantee”) the right to construct, operate, repair, replace and maintain storm sewer and any necessary appurtenance to provide storm water conveyance across the property of the undersigned. Said property is located in part of the SE ¼ of the SE ¼ of Section 15, Town 6 North, Range 8 East, and the NE ¼ of the SE ¼ of Section 15, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Return to: City of Verona
111 Lincoln Street
Verona, WI 53593

Tax Parcel I.D.’s: 060815480032 and 060815495012

Grantor hereby conveys unto Grantee a Permanent Limited Easement (PLE) on the following described lands:

A parcel of land contained within the following tract, part of unplatted lands being a part of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 15, Town 6 North, Range 8 East, located in the City of Verona, Dane County, Wisconsin on Parcel Numbers 286/0608-154-8003-2 and 286/0608-154-9501-2, more fully described as follows and depicted on Exhibit A and C.

Commencing at the Northeast corner of Certified Survey Map No. 12172 (CSM 12172) recorded on June 7, 2007 in Volume 75 of Certified Surveys of Dane County on Pages 121-123 as Document No. 4317800, also being a point on the South line of the Military Ridge State Trail; thence along said South line of the Military Ridge State Trail North 81 degrees 48 minutes 01 seconds East, 13.45 feet to the Point of Beginning;

thence continuing along said South line of Military Ridge State Trail North 81 degrees 48 minutes 01 seconds East, 35.04 feet; thence South 10 degrees 52 minutes 09 seconds East, 297.81 feet; thence South 38 degrees 41 minutes 27 seconds West, 182.15 feet to the East line of CSM 12172; thence along said East line of CSM 12172 North 01 degree 18 minutes 07 seconds East 57.64 feet; thence North 38 degrees 41 minutes 27 seconds East, 120.20 feet; thence North 10 degrees 52 minutes 09 seconds West, 283.28 feet back to the Point of Beginning.

Area of easement covers 15,460 square feet or 0.355 acres more or less.

Permanent Limited Easement

The **permanent limited easement area** is subject to the following terms and conditions:

1. Grantee's employees, agents and contractors shall have the right to enter upon the PLE area for purposes of planning, design, construction, maintenance of the sewer lines and for ingress access, egress access, and access to adjoining PLE areas of the storm sewer line. Ice Inc. employees, agents and contractors shall have the right to enter upon the PLE area for purposes of planning, design, and construction only of the storm sewer line and for ingress access, egress access, and access to adjoining PLE areas of the storm sewer lines.
2. Ice Inc. is the Developer of the project and dedicating the storm sewer pipe to the City of Verona. Ice Inc. and their contractors will be performing all work associated with the initial design and construction of the project.
3. During the design and construction phase only, all disturbed surfaces (turf, topsoil, etc.) within the permanent limited easement area will be restored, at the Ice Inc. sole expense, to a condition equal to, or better, than existed prior to construction except the replacement of trees, shrubbery, bushes, and undergrowth.
4. After construction is completed the Grantee shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the storm sewer. Following the completion of any such work, the Grantee at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.
5. As a condition of this easement, no trees, no buildings, or permanent structures are to be built over the storm sewer or placed within the permanent easement. If such structures are built and storm sewer operation, repair, replacement, or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the Grantee for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor's property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The Grantee will not build any structures or parking areas within the easement area.
6. Following installation of the storm sewer, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement area without first obtaining approval of the Grantee.
7. Grantor, Grantee, and Ice Inc. shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for their

consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers, and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

Grantor hereby conveys to Grantee a Temporary Construction Easement on the following described land:

A parcel of land contained within the following tract, part of unplatted lands being a part of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 15, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin, being a 25-foot strip of land described as follows and depicted as temporary limited easement on attached Exhibit B and D.

Commencing at the Northeast corner of Certified Survey Map No. 12172 (CSM 12172) recorded on June 7, 2007 in Volume 75 of Certified Surveys of Dane County on Pages 121-123 as Document No. 4317800, also being a point on the South line of the Military Ridge State Trail and the Point of Beginning;

thence along said South line of the Military Ridge State Trail North 81 degrees 48 minutes 01 seconds East, 13.45 feet; thence South 10 degrees 52 minutes 09 seconds East, 283.28 feet; thence South 38 degrees 41 minutes 27 seconds West, 120.20 feet to the East line of CSM 12172; thence along said East line of CSM 12172 North 01 degree 18 minutes 07 seconds East, 41.17 feet; thence North 38 degrees 41 minutes 27 seconds East, 75.94 feet; thence North 10 degrees 52 minutes 09 seconds West, 218.73 feet to the East line of CSM 12172; thence along said East line of CSM 12172 North 01 degree 18 minutes 07 seconds East, 54.87 feet back to the Point of Beginning.

Area of easement covers 9,091 square feet or 0.209 acres more or less.

Temporary Construction Easement

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement as shown on the attached map Exhibit B and described on Exhibit D is granted to the City of Verona. The temporary construction easement shall expire upon completion of the project, which shall be no later than January 5, 2024. The temporary limited easement may need to be extended if unavoidable delays occur that impact the ability to complete the project. Unavoidable delays is defined as “a material delay beyond the reasonable control of the Grantee caused by labor strikes, lock-outs, labor troubles, industry-wide inability to procure materials, failure of power, pandemic, extraordinary restrictive governmental laws or regulations (such as gas rationing), riots, war, military or usurped governmental power, acts of terrorism, sabotage, material fire or other material casualty.” Grantee will notify the Grantor if an extension is necessary. Grantor shall not unreasonably withhold the ability to extend the end date of the temporary construction easement if necessary.

2. Employees and contractors of Ice Inc and Grantee shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, and egress access of the storm sewer. Access to the Grantor property shall be from the Ice Arena parking lot and the crossing of Military Ridge State Trail.
3. During the construction process, the temporary construction easement is intended to be used for the following purposes of construction of the storm sewer pipe only, including, but not limited to: staging of materials, staging of equipment, and construction of the pipe, and restoration.
4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at Ice Inc. sole expense, to a condition equal to, or better, than existed prior to construction.
5. No construction activities including but not limited to staging of materials, equipment, trucking shall occur outside of the limits of the Permanent Limited Easement and Temporary Construction Easement.
6. Grantor, Grantee, and Ice Inc. shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for their consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The **Grantor Property** is subject to the following terms and conditions:

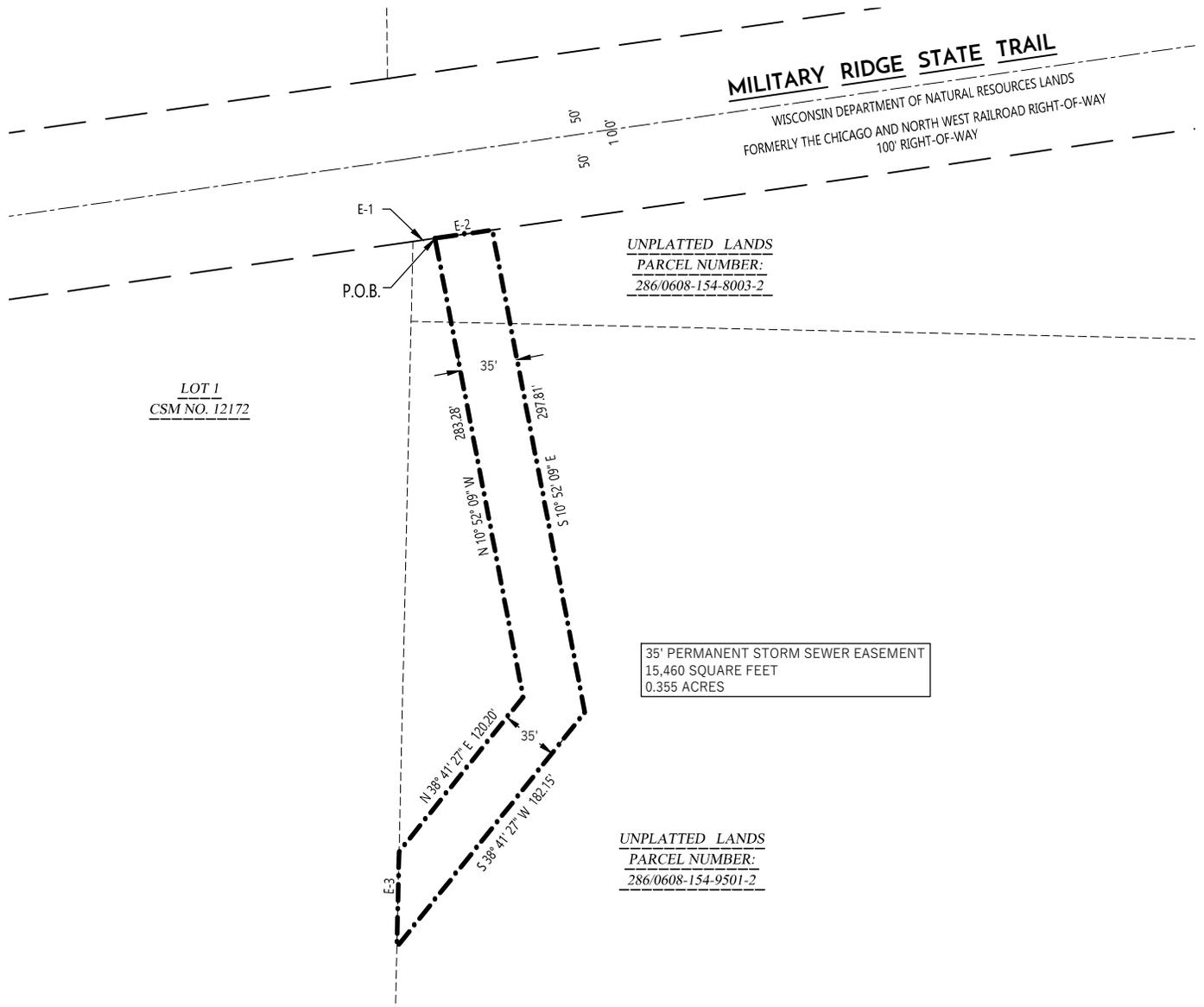
1. In addition to the permanent easement area, the Grantee, and its agents, employees, and contractors shall have a perpetual, limited right and license of ingress and egress over and across the Grantor Property as reasonably necessary for purposes of operation, maintenance, repair, or replacement of the Storm Sewer Improvements, and to perform any other obligation or exercise any of the other rights of the Grantee set forth in this Agreement, subject to the Grantee's obligation to use reasonable efforts to limit entry to the Grantor Property to the extent reasonably necessary to exercise the specific rights, and perform the specific obligations, or this Agreement.

End of Conditions.

Signature page to follow.

35' PERMANENT STORM SEWER EASEMENT EXHIBIT "A"

PART OF UNPLATTED LANDS BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 6 NORTH, RANGE 8 EAST, LOCATED IN THE CITY OF VERONA, DANE COUNTY, WISCONSIN.



UNPLATTED LANDS
PARCEL NUMBER:
286/0608-154-8003-2

35' PERMANENT STORM SEWER EASEMENT
15,460 SQUARE FEET
0.355 ACRES

UNPLATTED LANDS
PARCEL NUMBER:
286/0608-154-9501-2

LOT 1
CSM NO. 12172

LEGEND

- RIGHT-OF-WAY LINE
- CENTERLINE
- .-.-.- PROPOSED EASEMENT LINE
- EXISTING PARCEL LINE

LINE TABLE		
LINE #	BEARING	DISTANCE
E-1	N 81° 48' 01" E	13.45'
E-2	N 81° 48' 01" E	35.04'
E-3	N 1° 18' 07" E	57.64'

NOTES:

- NORTH REFERENCE FOR THIS EXHIBIT IS BASED ON CERTIFIED SURVEY MAP NO. 12172. THE NORTH LINE OF CSM 12172 IS ASSUMED TO BEAR N 81° 48' 01" E.

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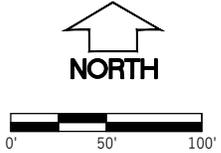


PREPARED BY:
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
VERONA ICE ARENA
451 EAST VERONA AVENUE
VERONA, WI 53593

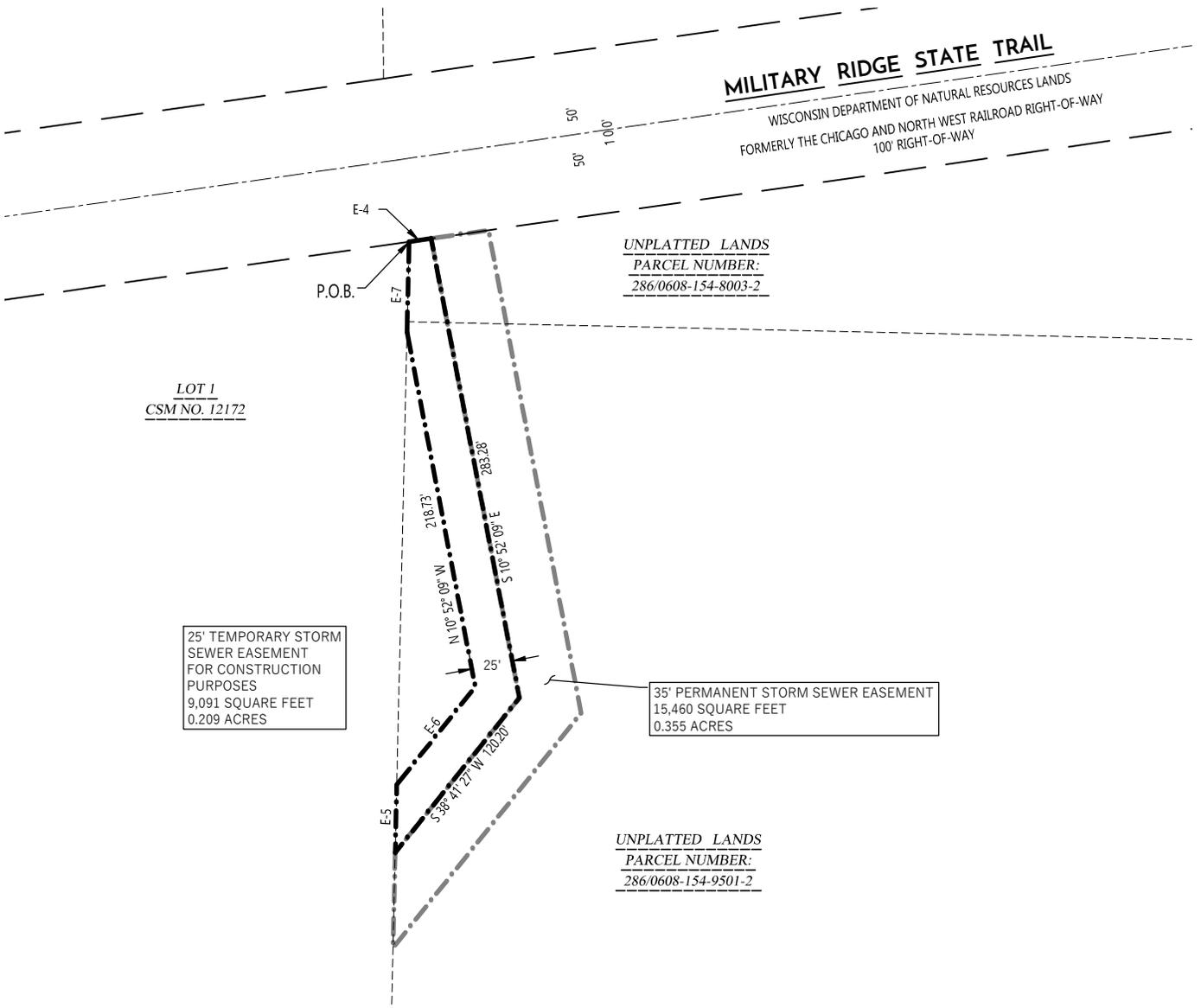
SURVEYED BY: MAL
DRAWN BY: AJW
APPROVED BY: WPW

PROJECT NO: 210801
SHEET NO: 1 of 1



25' TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "B"

PART OF UNPLATTED LANDS BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 6 NORTH, RANGE 8 EAST, LOCATED IN THE CITY OF VERONA, DANE COUNTY, WISCONSIN.



LOT 1
CSM NO. 12172

UNPLATTED LANDS
PARCEL NUMBER:
286/0608-154-8003-2

UNPLATTED LANDS
PARCEL NUMBER:
286/0608-154-9501-2

25' TEMPORARY STORM SEWER EASEMENT FOR CONSTRUCTION PURPOSES
9,091 SQUARE FEET
0.209 ACRES

35' PERMANENT STORM SEWER EASEMENT
15,460 SQUARE FEET
0.355 ACRES

LEGEND

- RIGHT-OF-WAY LINE
- CENTERLINE
- .-.-.- PROPOSED EASEMENT LINE
- EXISTING PARCEL LINE

LINE TABLE		
LINE #	BEARING	DISTANCE
E-4	N 81° 48' 01" E	13.45'
E-5	N 01° 18' 07" E	41.17'
E-6	N 38° 41' 27" E	75.94'
E-7	N 1° 18' 07" E	54.87'

NOTES:

- NORTH REFERENCE FOR THIS EXHIBIT IS BASED ON CERTIFIED SURVEY MAP NO. 12172. THE NORTH LINE OF CSM 12172 IS ASSUMED TO BEAR N 81° 48' 01" E.

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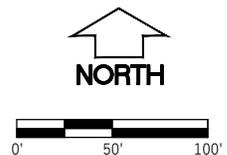


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VERONA, WI 53593

SURVEYED BY: MAL
DRAWN BY: AJW
APPROVED BY: WPW

PROJECT NO: 210801
SHEET NO: 1 of 1



35' Permanent Storm Sewer Easement Description Exhibit "C"

Permanent Storm Sewer Easement, being 35 feet in width, for the owner's interest in land contained with the following described tract, part of unplatted lands being a part of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 15, Town 6 North, Range 8 East, located in the City of Verona, Dane County, Wisconsin on Parcel Numbers 286/0608-154-8003-2 and 286/0608-154-9501-2, more fully described as follows:

Commencing at the Northeast corner of Certified Survey Map No. 12172 (CSM 12172) recorded on June 7, 2007 in Volume 75 of Certified Surveys of Dane County on Pages 121-123 as Document No. 4317800, also being a point on the South line of the Military Ridge State Trail; thence along said South line of the Military Ridge State Trail North 81 degrees 48 minutes 01 seconds East, 13.45 feet to the Point of Beginning;

thence continuing along said South line of Military Ridge State Trail North 81 degrees 48 minutes 01 seconds East, 35.04 feet; thence South 10 degrees 52 minutes 09 seconds East, 297.81 feet; thence South 38 degrees 41 minutes 27 seconds West, 182.15 feet to the East line of CSM 12172; thence along said East line of CSM 12172 North 01 degree 18 minutes 07 seconds East 57.64 feet; thence North 38 degrees 41 minutes 27 seconds East, 120.20 feet; thence North 10 degrees 52 minutes 09 seconds West, 283.28 feet back to the Point of Beginning.

Area of easement covers 15,460 square feet or 0.355 acres more or less.

25' Temporary Construction Easement Exhibit "D"

Temporary Construction Easement , being 25 feet in width, for the owner's interest in land contained with the following described tract, part of unplatted lands being a part of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 15, Town 6 North, Range 8 East, located in the City of Verona, Dane County, Wisconsin on Parcel Numbers 286/0608-154-8003-2 and 286/0608-154-9501-2, more fully described as follows:

Commencing at the Northeast corner of Certified Survey Map No. 12172 (CSM 12172) recorded on June 7, 2007 in Volume 75 of Certified Surveys of Dane County on Pages 121-123 as Document No. 4317800, also being a point on the South line of the Military Ridge State Trail and the Point of Beginning;

thence along said South line of the Military Ridge State Trail North 81 degrees 48 minutes 01 seconds East, 13.45 feet; thence South 10 degrees 52 minutes 09 seconds East, 283.28 feet; thence South 38 degrees 41 minutes 27 seconds West, 120.20 feet to the East line of CSM 12172; thence along said East line of CSM 12172 North 01 degree 18 minutes 07 seconds East, 41.17 feet; thence North 38 degrees 41 minutes 27 seconds East, 75.94 feet; thence North 10 degrees 52 minutes 09 seconds West, 218.73 feet to the East line of CSM 12172; thence along said East line of CSM 12172 North 01 degree 18 minutes 07 seconds East, 54.87 feet back to the Point of Beginning.

Area of easement covers 9,091 square feet or 0.209 acres more or less.