

**PERMANENT LIMITED EASEMENT FOR
PUBLIC PEDESTRIAN AND BICYCLE PATH and
SANITARY SEWER LINE PURPOSES**

The **County of Dane**, a Wisconsin quasi-municipal corporation ("County"), being the owner of three properties located along Raymond Road and South Pleasant View Road, located in the Town of Verona and City of Madison, and also being part of the Ice Age Junction Recreational Trail system (the "Property"), in consideration of the sum of One dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged by each party for itself, does grant, set over and convey unto the **City of Madison**, a Wisconsin municipal corporation, ("City"), a non-exclusive Permanent Limited Easement to be used for public pedestrian and bicycle path and sanitary sewer line purposes ("PLE"), including, but not limited to the right of public ingress and egress to the public pedestrian and bicycle path improvements, the right to excavate, install, operate, maintain, repair, replace and modify the public pedestrian and bicycle path and sanitary sewer line facilities and related improvements, and the right to perform all work incidental thereto in the Property. The Property is more particularly described on Exhibit A and depicted in Exhibit B (the "PLE Area"), both documents attached and incorporated as though fully stated.

Return to: City of Madison
EDD – Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 062/0608-034-8000-6

WHEREAS, the City is constructing a public pedestrian and bicycle path and sanitary sewer line facilities, as part of the City of Madison Engineering Division Ice Age Junction Trail project (the "Project"); and

WHEREAS, in accordance with the aforementioned Project, the City requested and the County has agreed to grant a Permanent Limited Easement for public pedestrian and bicycle path and sanitary sewer line purposes, said sanitary sewer line to be constructed under or adjacent to the Ice Age Junction Trail path (the "Path"), on the Property as described in the PLE Area; and

WHEREAS, the Dane County Park Commission, at its meeting of November 14, 2012, did approve the use of the Property for the Project; and

WHEREAS, the Path is included in the Dane County Parks and Open Space Plan, which was adopted in March 2012 by the Dane County Board; and

WHEREAS, the Path is a segment of a of a larger regional public multi-use path, currently extending from south of USH 151 in the City of Verona, to the southeast terminus of the Path; and planned to ultimately extend westward across CTH M, said Path developed in a partnership between the County and the City; and

WHEREAS, the County and the City will enter into a separate Memorandum of Agreement covering funding, maintenance and conditions of Path use,

NOW, THEREFORE, the County of Dane hereby grants a non-exclusive Permanent Limited Easement for public pedestrian and bicycle path and sanitary sewer line purposes to the City of Madison, subject to the following conditions:

1. Construction, Restoration, Repair and Maintenance.

- a. The work of construction shall be done and completed in a good and professional manner by the City. All costs of said construction of the Path shall be the sole responsibility of the City, subject to partial reimbursement by the County as established by separate agreement.
- b. The work shall be performed in a manner to not unnecessarily disturb or remove trees from County property within or outside of the PLE Area, except that it will remove and not replace the existing fence between the County property and the City's Flagstone Park. In all cases, the City shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction, repair or maintenance activity.
- c. No above-ground improvements shall be located in the PLE Area by either party, with the exception that grates, sewer access structure (SAS) covers, and other access points to the sanitary sewer line shall be permitted at grade level.
- d. The work will include a minor re-alignment of the Ice Age National Scenic Trail where it crosses the Path, to the extent necessary to construct the proposed bridge as part of the Project. Path users will be protected during construction and the completed re-alignment shall be substantially comparable to the existing segment of path in width, materials and utility.
- e. Upon completion of construction, the Path and sanitary sewer line facilities (the "Improvements") shall become publicly owned, with City being responsible for maintenance of said Improvements, as established by separate agreement.
- f. Following the installation of the Improvements, and final grading of the PLE Area, no grade change shall be made to the PLE Area without written mutual agreement by the City and County.

- g. No buildings or structures, unrelated to the Improvements, shall be constructed in the PLE Area without the written mutual agreement by the City and County.
2. Reservation of Use. The County reserves the right to use and occupy the PLE Area in a manner consistent with the rights conveyed herein, provided that such use and occupancy shall not interfere with or disturb the installation, operation, maintenance, repair, replacement and/or modification of the Improvements.
 3. Compliance. The County and the City shall comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
 4. Amendment. This PLE may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.
 5. Binding Effect. The rights and easement granted herein shall be deemed to be covenants running with the land and shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
 6. Applicable Law. The PLE shall be construed in accordance with the laws of the State of Wisconsin.
 7. Severability. If any term or provision of the PLE conveyance is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of the PLE conveyance and the same shall continue to be effective to the fullest extent permitted by law.
 8. Public Record. This PLE conveyance shall be recorded at the office of the Dane County Register of Deeds.
 9. Indemnification. Each party 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 including joint liability, each party shall be responsible for the 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 obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.
 10. Assignment. The City shall neither assign nor transfer any interest or obligation in this PLE without the prior written consent of the County.

11. Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement may only be terminated or extinguished, in whole or in part, by judicial proceedings in the Dane County Circuit Court or its duly created successor court.

Dated this _____ day of _____, 2014.

COUNTY OF DANE

By: _____
Scott McDonell, County Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2014, the above named Scott McDonell, County Clerk, County of Dane, known to me to be the person who executed the above and foregoing instrument and acknowledged that he executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print or Type Name
My Commission: _____

CITY OF MADISON

By: _____
Paul R. Soglin, Mayor

By: _____
Maribeth L. Witzel-Behl, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2014, the above named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print or Type Name

My Commission: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2014, the above named Maribeth L. Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print or Type Name

My Commission: _____

Acceptance of this Permanent Limited Easement is authorized by Resolution Enactment No. RES-13-00332, File ID No. 29825, adopted April 30, 2013, by the Common Council of the City of Madison.

Drafted by the City of Madison Office of Real Estate Services

City Engineering Project No. 53W1348

Real Estate Section Project No. 10208

EXHIBIT A

Parcel No. 062/0608-034-8000-6

Legal Description of Easement Area:

Part of Lot 1, Dane County Certified Survey Map No. 5016, recorded in Volume 22 of Certified Survey Maps, pages 225-226 as Document No. 1958301, Dane County Register of Deeds, being located in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 3, Town 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the East Quarter (1/4) Corner of said Section 3; thence N 88°59'43" W, 443.51 feet along the north line of the said Southeast Quarter, also being the north line of said Lot 1 to the **Point of Beginning**; thence S38°36'29" E, 97.76 feet; thence S 81°47'21" E, 107.19 feet; thence S 28°29'25" E, 26.58 feet; thence S 61°30'35" W, 48.00 feet along the southeasterly side of said Lot 1 and the current northeasterly right of way line of Raymond Road; thence N 81°47'21" W, 119.00 feet; thence N 38°36'29" W, 156.55 feet; thence S 88°59'43" E, 77.88 feet along the said north line of the said Southeast Quarter, also being the north line of said Lot 1 to the Point of Beginning.

Containing 13,922 square feet, more or less.

Bearing Basis: WCCS Dane Zone

