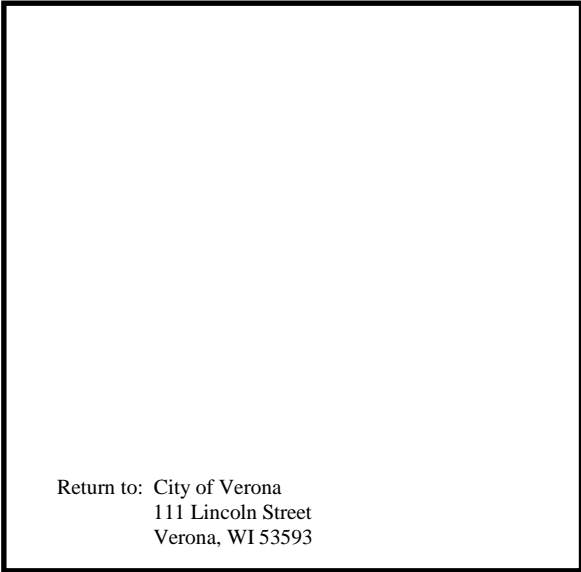


SANITARY SEWER EASEMENT

**City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief**

Dane County, (“Grantor”) 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, hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of residential, industrial, and other wastewater in, above, and across land located in the NE 1/4, NE 1/4, Section 22, 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. 0608-221-8001-2

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 the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a 50-foot strip of land described as follows and depicted as permanent limited easement on attached Exhibit A and B.

Commencing at the Northeast corner of the Northeast 1/4 of Section 22; thence South 00°15’08” West along the East line of the said Northeast 1/4 a distance of 283.27 feet to the point of beginning of the lands to be described; thence continuing South 00°15’08” West along said East line 64.25 feet; thence South 51°20’49” West 767.08 feet to a point on the East line of Lot 26 of Valley View; thence North 01°15’27” East along said East line 65.19 feet; thence North 51°20’49” East, 765.61 feet to the point of beginning (“PLE area”).

Contains 38,317 square feet, 0.88 acres, more or less.

The **PLE** 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 sewer lines.

2. Grantee shall repair or replace any and all fences damaged or removed during construction to a condition equal to or better than existing if present at the time of executing this easement.
3. During the construction process, all areas within the PLE area will be cleared to facilitate the construction process for the sewer project and other incidental work with Grantor.
4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the PLE area will be restored, at the Grantee's expense, to a condition equal to, or better, than existed prior to construction.
5. 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 sanitary 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.
6. No trees shall be planted nor buildings or permanent structures be built over the sewer or placed within the PLE area. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the Grantor shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from Grantee for repair or replacement of said trees or structures. If said trees or structures are not removed by Grantor, Grantee has the right to remove said trees and/or structures and all costs shall be charged to Grantor. Permanent structures do not include roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. Grantee shall not build any structures or parking areas within the PLE area.
7. Any excess fill generated by the project on the PLE area may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and Grantee's contractor. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.
8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the PLE area without Grantee's prior first approval.
9. Following installation of the sanitary sewers but as part of the overall project the City of Verona will construct a paved maintenance path to access the sewers that will also serve as a multi-use path for recreation users. City of Verona will own and maintain the maintenance path.
10. Grantor and Grantee 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 the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a 50-foot strip of land described as follows and depicted as temporary limited easement.

A strip of land 50-feet in width; south, adjacent and parallel to the southern line of the permanent limited easement as described above.

Containing 0.90 acres, more or less.

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

1. This temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.
2. Grantee's employees, agents and contractors shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction of the sewer lines and for ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.
3. During the construction process, all areas with the temporary construction easement area will be cleared to facilitate the construction process for the sewer project and other incidental work with Grantor.
4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at Grantee's sole expense, to a condition equal to, or better, than existed prior to construction.
5. Grantor and Grantee 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.

END OF CONDITIONS

IN WITNESS WHEREOF, GRANTOR has agreed to and executed this Sanitary Sewer Easement this _____ day of _____, 2020.

Dane County

By Scott McDonell, County Clerk

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

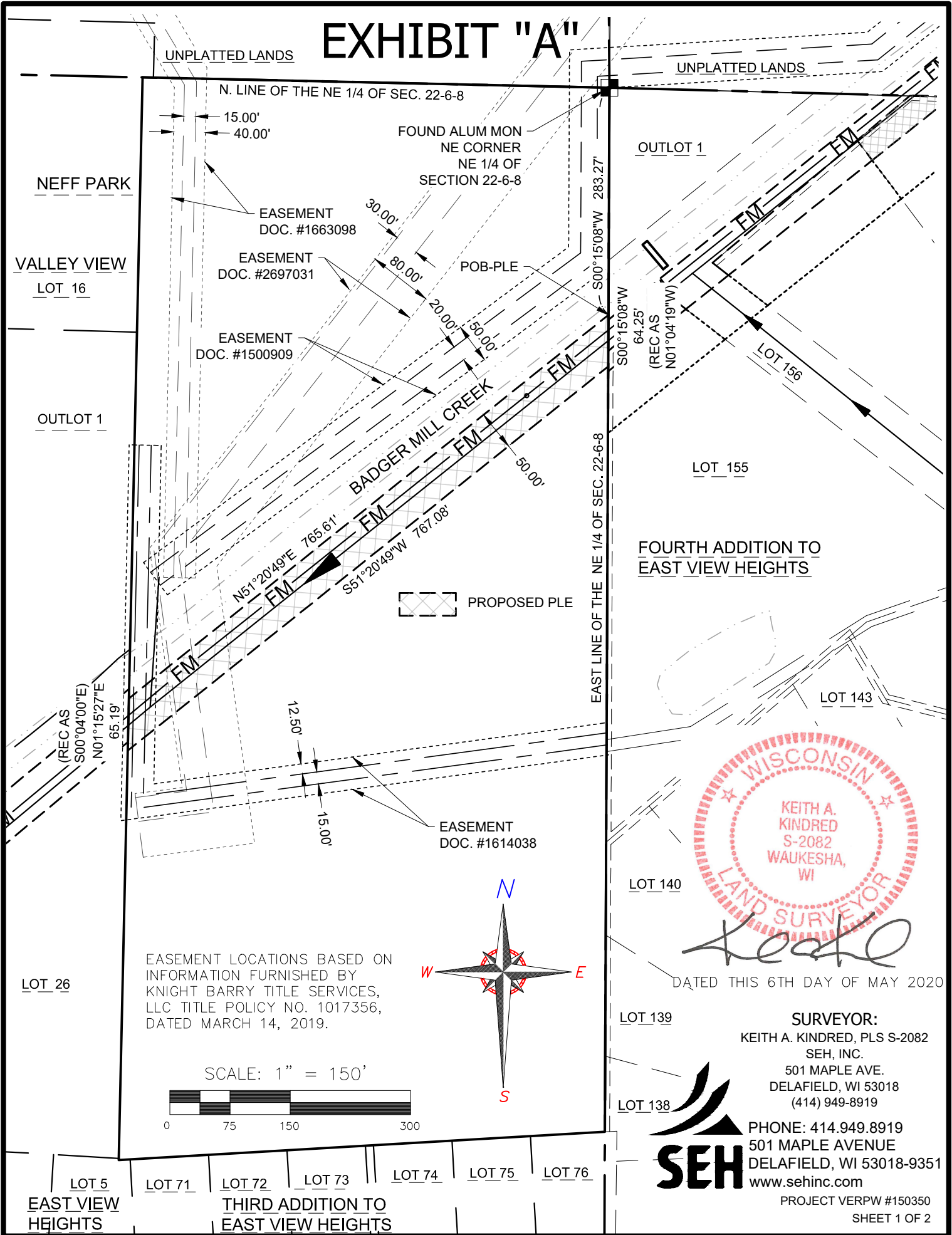
Personally came before me this _____ day of _____, 2020, the above named Scott McDonell, County Clerk to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

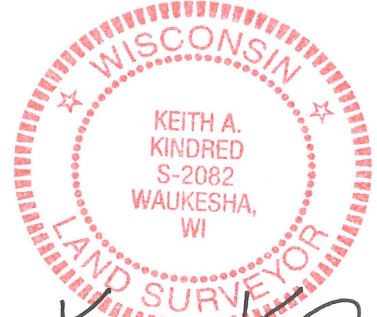
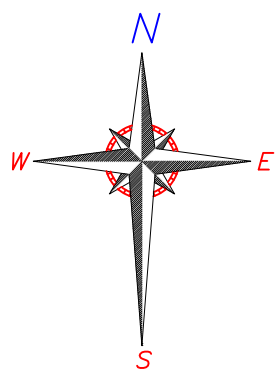
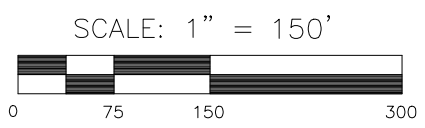
Typed Name of Notary Public

Notary Public, State of _____
My Commission (expires) (is) _____

EXHIBIT "A"



EASEMENT LOCATIONS BASED ON INFORMATION FURNISHED BY KNIGHT BARRY TITLE SERVICES, LLC TITLE POLICY NO. 1017356, DATED MARCH 14, 2019.



Keith A. Kindred

DATED THIS 6TH DAY OF MAY 2020

LOT 139
SURVEYOR:
 KEITH A. KINDRED, PLS S-2082
 SEH, INC.
 501 MAPLE AVE.
 DELAFIELD, WI 53018
 (414) 949-8919

LOT 138
SEH
 PHONE: 414.949.8919
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

PROJECT VERPW #150350
 SHEET 1 OF 2

LOT 5 EAST VIEW HEIGHTS
 LOT 71
 LOT 72 THIRD ADDITION TO EAST VIEW HEIGHTS
 LOT 73
 LOT 74
 LOT 75
 LOT 76

EXHIBIT "B"

Permanent Limited Easement

Part of the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

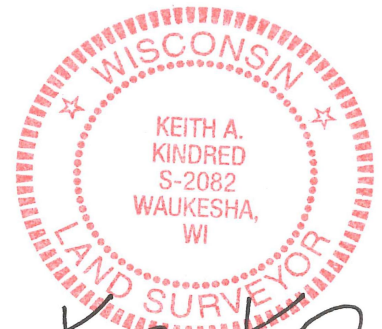
Commencing at the Northeast corner of the Northeast 1/4 of Section 22; thence South 00°15'08" West along the East line of the said Northeast 1/4 a distance of 283.27 feet to the point of beginning of the lands to be described; thence continuing South 00°15'08" West along said East line 64.25 feet; thence South 51°20'49" West 767.08 feet to a point on the East line of Lot 26 of Valley View; thence North 01°15'27" East along said East line 65.19 feet; thence North 51°20'49" East, 765.61 feet to the point of beginning.

Contains 38,317 square feet, 0.88 acres

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2