

**RIGHT OF WAY EASEMENT FOR PUBLIC  
RECREATIONAL TRAIL**

In consideration of mutual benefits this right of way easement for public recreational trail (“Easement”) is granted this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by the Madison Metropolitan Sewerage District (“MMSD”) to the County of Dane (“County”).

**RECITALS**

- A. MMSD is the owner of certain real property in the Town of Blooming Grove, County of Dane, State of Wisconsin, and more particularly described on Exhibits A and B, attached hereto and made a part hereof, further identified as “Parcel 5” (“Property”).
- B. County has requested that MMSD grant a Permanent Limited Easement over the Property for purposes of constructing and maintaining a public recreational trail, known as the Lower Yahara River Trail, Phase One (“Trail”).

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. MMSD hereby grants to County, its successors and assigns, the perpetual right and easement to construct and maintain the components associated with a proposed multi-use trail, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that County officials may deem necessary or desirable.
- 2. In addition, MMSD hereby grants to County the following rights, privileges and duties:
  - a. The right to use the Property by all persons, including MMSD, its heirs and assigns, subject to the provisions of this Easement and to control the recreational use as provided by Dane County Parks Ordinance.
  - b. The right to erect signs and kiosks approved by MMSD, at County’s sole expense, necessary to identify the boundaries and uses of the Easement and the Property.
  - c. The right to charge a usage fee as this trail becomes part of a “permit required” trail system.
  - d. The right to assign County’s interest in this Easement to another public agency, including the State of Wisconsin Department of Natural Resources.
- 3. County shall maintain the recreational trail installed on the Property in good condition and repair. The surface of the trail shall be crushed stone, blacktop, boardwalk or another hard surface as determined at County’s sole discretion. All routine maintenance, repair, and replacement costs associated with the recreational trail shall be done at County’s sole expense.

Return to:  
GJ Miesbauer and Associates, Inc.  
PO Box 470  
Belleville, WI 53508

Parcel identification numbers:  
008/0710-294-9000-3

4. No buildings or permanent above-ground structures, including parking lots, are to be built by MMSD within or on the Property. If such structures are built and the trail operation, repair, replacement or maintenance requires the partial or complete removal or demolition of the structures, MMSD shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from Dane County for repair or replacement of such structures.
5. MMSD reserves the right to use and occupy the Easement in order to construct, operate, maintain, repair, replace and/or modify any existing or future sanitary sewerage facilities, including forcemains, interceptors, pumping stations, etc. If relocation of the trail is required for any existing or future sanitary sewerage facilities, the cost of the trail relocation shall be at the sole expense of MMSD. Any incidental damage or necessary repairs to the trail incurred during future sanitary sewerage work shall be at the sole expense of the County.
6. This easement shall continue for so long as the Trail and improvements installed in the Easement are in use. In the event that said improvements are abandoned for a period of one (1) year, then at the option of MMSD, the Easement shall terminate and the County shall execute and deliver to MMSD such document(s) as requested by MMSD for the purposes of terminating the rights granted hereby.
7. County shall defend, protect and hold MMSD harmless from and against, any and all loss, costs (including reasonable attorneys' fees), injury, death or damage to persons or property which at any time during the term of this Easement may be suffered or sustained by any person or entity in connection with any County-authorized activities conducted upon the Property or which result from County's negligence in maintaining the Property. "County-authorized activities" are those activities associated with any use of the Property but excluding non-recreational use of the Property by MMSD and MMSD's agents, employees and contractors. As between County and MMSD, tenant or lessee of the Property MMSD, tenant or lessee, as the case may be, remains solely liable for any and all loss, costs (including reasonable attorneys' fees), injury, death or damage to persons or property which at any time during the term of this Easement may be suffered or sustained by any person or entity in connection with other than County-authorized activities conducted upon the Property unless the same result from County's negligence in maintaining the Property.
8. All of the terms, conditions, covenants and other provisions contained in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by MMSD and County and their respective successors and assigns. As between County and MMSD, the party named as "MMSD" herein and any successor or assign to MMSD as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after such party has transferred its fee simple interest in the Property. This Agreement is subject to existing and future easements in favor of public utilities for underground utility service. The indemnification of County set forth in Section 4 above shall not apply to any injury, death or damage suffered or sustained by any person or entity arising out of such person's use or enjoyment of, or exercise of its rights under, any such utility easement.
9. After completion of any utility work that takes place on the Property by the MMSD, their successor, assign or agent, or by any parties holding easements in favor of public utilities for underground utility service on the Property, the surface of the Trail shall be restored to the condition prior to the commencement of the work at the sole expense of either MMSD or the party holding an easement in favor of public utilities that was responsible for the work.
10. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
11. This Easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Easement and duly recorded in the Office of the Register of Deeds of Dane County, Wisconsin.

12. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, to the following address'. Either party may change its address for notice by written notice to the other party.

County of Dane, Real Estate Coordinator  
1 Fen Oak Court, Room 208  
Madison, WI 53718

Madison Metropolitan Sewerage District  
1610 Moorland Road  
Madison, WI 53713

- 13. If any term, covenant or condition of this Easement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
- 14. No delay or omission by any party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Easement shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms, covenants or conditions of this Easement.
- 15. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant herein, either to restrain or prevent such violation or to obtain any other relief. In the event a suit should be brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees from the non-prevailing party.

IN WITNESS WHEREOF, the undersigned has entered into this Easement as of the date first set forth above.

**MADISON METROPOLITAN SEWERAGE DISTRICT**

\_\_\_\_\_  
D. Michael Mucha, Chief Engineer & Director

State of Wisconsin     )  
  )ss.  
County of Dane         )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2012, the above named D. Michael Mucha, Chief Engineer & Director of Madison Metropolitan Sewerage District, a Wisconsin municipal corporation, known to me to be the person who executed the above and foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of such corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

**Exhibit “A”**  
**LEGAL DESCRIPTION**

A **Permanent Limited Easement** for the right to construct and maintain the components associated with a proposed multi-use trail, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that Dane County officials may deem necessary or desirable, in and to the following tracts of land in Dane County, State of Wisconsin described as:

Part of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 10 East, in the Town of Blooming Grove, Dane County, Wisconsin, bounded and described as follows:

Commencing at the Meander Corner for the southeast corner of said Southeast 1/4; thence North 89°32'53” West along the south line of said Southeast 1/4, 1272.05 feet to the westerly line of lands owned by Dane County Parks – Lake Farm Park also being the southeast corner of lands owned by the Madison Metropolitan Sewerage District also being the point of beginning; thence continuing North 89°32'53” West along said south line, 114.66 feet; thence North 39°06'44” East, 192.57 feet to a point on said westerly line; thence South 02°35'52” West along said westerly line, 150.48 feet to the point of beginning.

Said Permanent Limited Easement contains **0.20 acres**, more or less.

**The above Permanent Limited Easement is defined as non-exclusive, and appurtenant.**

**Exhibit "B"**

**Right of Way Plat Map  
Project ID 5992-08-84**



R/W PROJECT NUMBER 5992-08-84	SHEET NUMBER 4.01	TOTAL SHEETS 9
FEDERAL PROJECT NUMBER		
PLAT OF RIGHT-OF-WAY REQUIRED FOR <b>LOWER YAHARA RIVER TRAIL PHASE ONE</b> (CAPITAL CITY TRAIL TO MCDANIEL PARK)		
NON HIGHWAY		DANE COUNTY
CONSTRUCTION PROJECT NUMBER 5992-08-85		

**CONVENTIONAL ABBREVIATIONS**

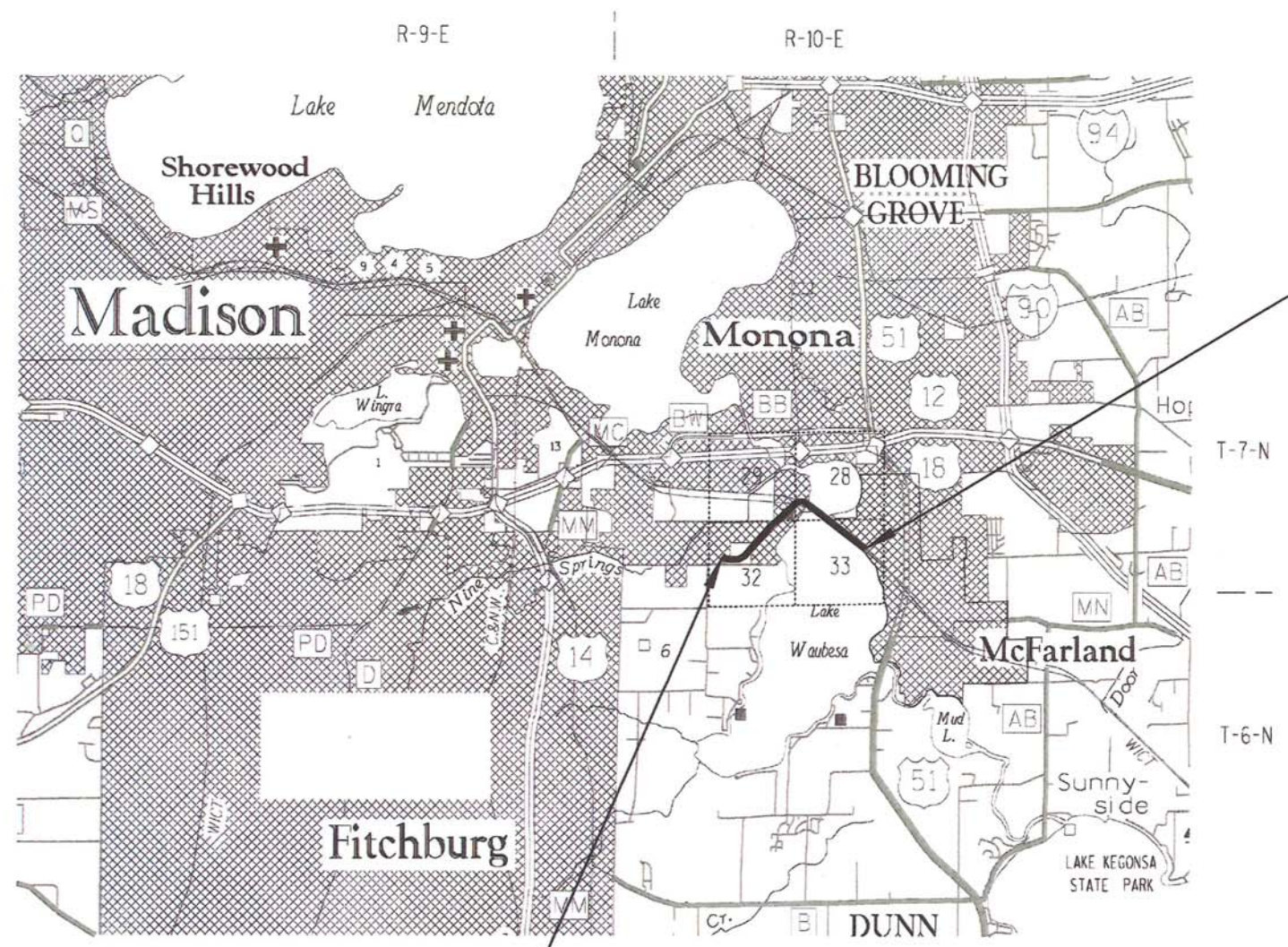
ACCESS POINT/ DRIVEWAY CONNECTION	AP	REFERENCE LINE	R/L
ACCESS RIGHTS	AR	RELEASE OF RIGHTS	ROR
ACRES	AC.	REMAINING	REV.
AND OTHERS	ET. AL.	RIGHT-OF-WAY	R/W
CENTERLINE	C/L	SECTION	SEC.
CERTIFIED SURVEY MAP	CSM	STATION	STA.
CORNER	COR.	TEMPORARY LIMITED EASEMENT	TLE
DOCUMENT	DOC.	VOLUME	V.
EASEMENT	EASE.	<b>CURVE DATA</b>	
HIGHWAY EASEMENT	H.E.	LONG CHORD	LCH
LAND CONTRACT	LC	LONG CHORD BEARING	LCB
MONUMENT	MON.	RADIUS	R
PAGE	P.	DEGREE OF CURVE	D
PERMANENT LIMITED EASEMENT	PLE	CENTRAL ANGLE OR DELTA	DELTA
PROPERTY LINE	P/L	LENGTH OF CURVE	L
RECORDED AS	(100)	TANGENT	TAN

**CONVENTIONAL SYMBOLS**

FOUND IRON PIPE/PIN	IF UNLESS NOTED:	PROPOSED R/W LINE	---
R/W MONUMENT	• (ISET)	EXISTING H.E. LINE	---
R/W STANDARD SIGN	• (ISET)	PROPERTY LINE	---
SECTION CORNER MONUMENT	• (ISET)	LOT & TIE LINES	---
SECTION CORNER SYMBOL	• (ISET)	SLOPE INTERCEPTS	---
FEE (HATCH VARIES)		CORPORATE LIMITS	---
TEMPORARY LIMITED EASEMENT	---	NO ACCESS (BY PREVIOUS ACQUISITION/CONTROL)	---
PERMANENT LIMITED EASEMENT	---	NO ACCESS (BY ACQUISITION)	---
CONSTRUCTION PERMIT	---	NO ACCESS (BY STATUTORY AUTHORITY)	---
R/W BOUNDARY POINT	---	SECTION LINE	---
PARCEL NUMBER	---	QUARTER LINE	---
UTILITY PARCEL NUMBER	---	SIXTEENTH LINE	---
SIGN NUMBER (OFF PREMISE)	---	EXISTING CENTERLINE	---
BUILDING	---	PROPOSED REFERENCE LINE	---
		PARALLEL OFFSET	---

**CONVENTIONAL UTILITY SYMBOLS**

WATER	---	NON COMPENSABLE	---
GAS	---	POWER POLE	---
TELEPHONE	---	TELEPHONE POLE	---
OVERHEAD	---	TELEPHONE PEDESTAL	---
TRANSMISSION LINES	---	ELECTRIC TOWER	---
ELECTRIC	---		
CABLE TELEVISION	---		
FIBER OPTIC	---		
SANITARY SEWER	---		
STORM SEWER	---		



**END RELOCATION ORDER**  
STA. 139+51.01  
108'+/- WEST OF AND  
288'+/- NORTH OF THE  
EAST 1/4 CORNER  
SEC. 33, T.7N., R.10E.

**BEGIN RELOCATION ORDER**  
STA. 8+00.00  
346'+/- EAST OF AND  
612'+/- NORTH OF THE  
WEST 1/4 CORNER  
SEC. 32, T.7N., R.10E.



TOTAL NET LENGTH OF CENTERLINE = 2.491 MI.

**NOTES**

COORDINATES AND BEARINGS SHOWN ON THIS PLAT ARE ORIENTED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY ZONE, NAD83 (1997) ADJUSTMENT. THE COORDINATES SHOWN ARE GRID COORDINATES AND ARE TO BE USED AS GRID OR GROUND VALUES ON THIS PLAT.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER SURVEYS OF PUBLIC RECORD.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE: PLAT OF SURVEY BY WILLIAM F. KOTTLER R.L.S. 2348, DATED JUNE 12, 2009; CERTIFIED SURVEY MAP NUMBER 4798, STATION MAP OF LANDS, TRACKS AND STRUCTURES BY CHICAGO AND ST. PALL RAILWAY COMPANY, DATED DECEMBER 24, 1920; AND DEEDS OF THE FRONTING PROPERTIES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM NECESSARY OR DESIRABLE. ALL TLES ARE TO TERMINATE ON THE DATE THE CONSTRUCTION OF THIS PROJECT IS COMPLETED.

ORIGINAL PLAT PREPARED BY

# GRAEF

WISCONSIN LAND SURVEYOR

DAVID L. KOSLO  
S-2437-008  
KEWASKUM, WI

DATE: 8/21/14

REVISION DATE	DANE COUNTY
APPROVED FOR THE COUNTY	DATE: 8/21/14 <i>David Koslo, P.E.</i>
	DATE: 8/21/14 <i>William F. Kottler, P.E.</i>



# SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSED ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE COUNTY.

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

PARCEL NUMBER	SHEET NUMBER	OWNER	INTEREST REQUIRED	TOTAL ACRES	R/W ACRES REQUIRED			TOTAL ACRES REMAINING	P.L.E. ACRES	T.L.E. ACRES	PARCEL NUMBER
					NEW	EXISTING	TOTAL				
1	4.04	DANE COUNTY HERITAGE CENTER	TLE	---	---	---	---	---	00.00	3.54	1
2	4.04	DANE COUNTY	TLE	---	---	---	---	---	00.00	2.16	2
3	4.05 - 4.07	DANE COUNTY PARKS - LAKE FARM PARK	TLE	---	---	---	---	---	00.00	5.23	3
4	4.05	STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES	PLE	---	---	---	---	---	0.12	00.00	4
5	4.06	MADISON METROPOLITAN SEWERAGE DISTRICT	PLE	---	---	---	---	---	0.20	00.00	5
6	4.07-4.08	STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	CONSTRUCTION PERMIT	---	---	---	---	---	00.00	1.11(CP)	6
7	4.07, 4.08	STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES	PLE	---	---	---	---	---	1.97	00.00	7
8	4.09	VILLAGE OF MCFARLAND	PLE, TLE	---	---	---	---	---	1.26	0.77	8
UTILITY NUMBER	SHEET NUMBER	OWNER	INTEREST REQUIRED								UTILITY NUMBER
100	4.04	CITY OF MADISON	MUNICIPAL AGREEMENT	---	---	---	---	---	---	---	100
101	4.09	WISCONSIN POWER AND LIGHT, A WISCONSIN CORPORATION	RELEASE OF RIGHTS	---	---	---	---	---	---	---	101

4

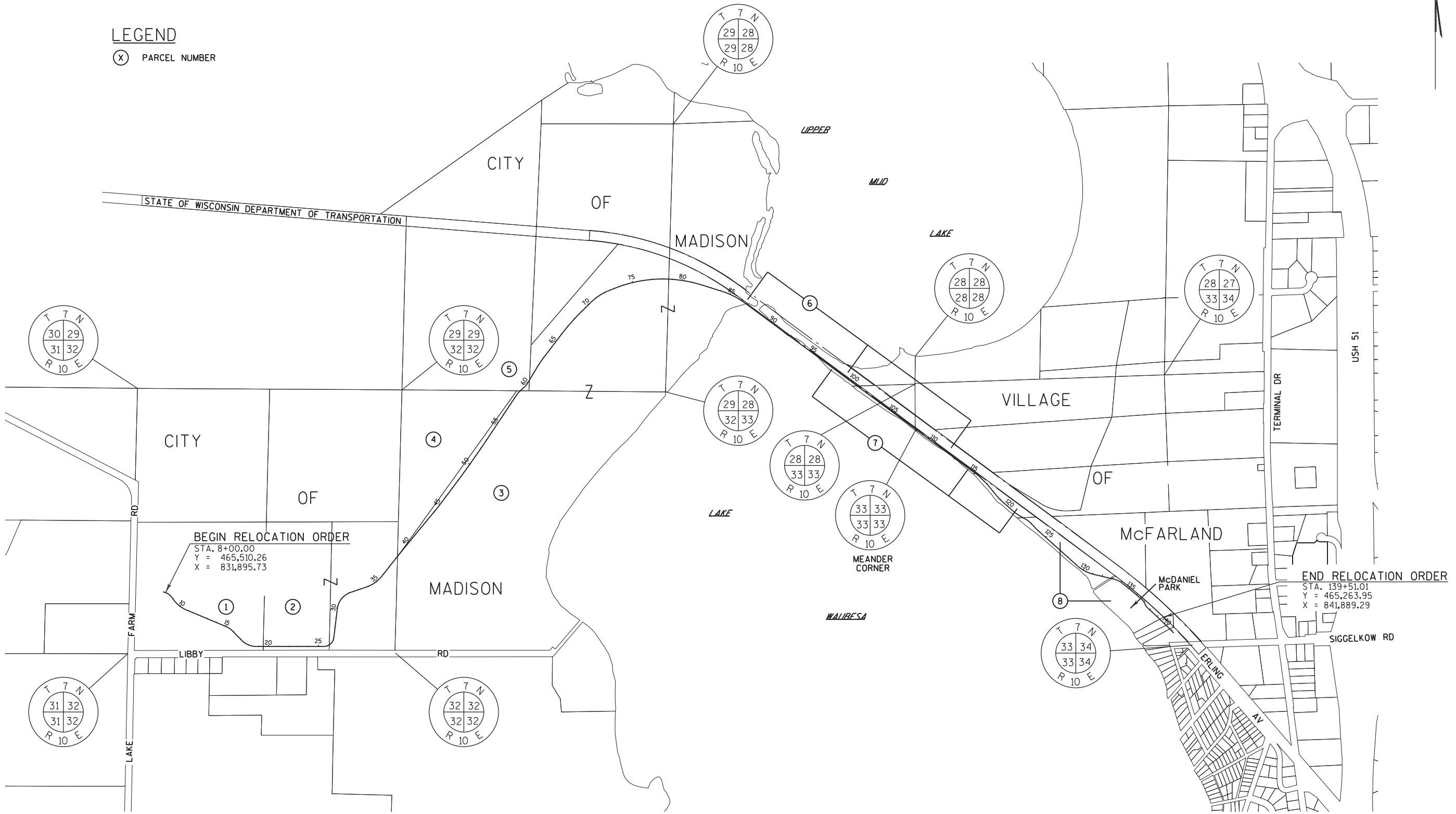
4

REVISION DATE	DATE 8/21/2014	SCALE, FEET 0  N/A	HWY: YAHARA RIVER TRAIL	STATE R/W PROJECT NUMBER 5992-08-84	PLAT SHEET 4.02
			COUNTY: DANE	CONSTRUCTION PROJECT NUMBER 5992-08-85	PS&E SHEET <b>E</b>

**LEGEND**

(X) PARCEL NUMBER

GN



4

4

REVISION DATE	DATE 8/21/2014	0 500 1000 SCALE, FEET	HWY: YAHARA RIVER TRAIL	STATE R/W PROJECT NUMBER 5992-08-84	PLAT SHEET 4.03
			COUNTY: DANE	CONSTRUCTION PROJECT NUMBER 5992-08-85	PS&E SHEET

**E**



CITY OF MADISON

MADISON METROPOLITAN SEWERAGE DISTRICT

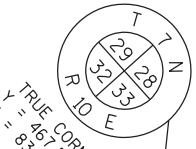
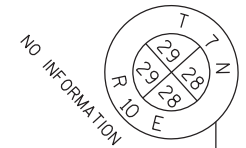
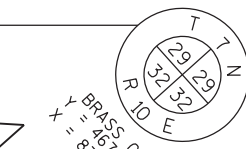
CURVE 12  
 P.I. = 59+76.43  
 Y = 467,586.01  
 X = 835,508.81  
 DELTA = 16° 03' 15" (LT)  
 D = 38° 11' 50"  
 T = 21.15'  
 L = 42.03'  
 R = 150.00'  
 P.C. = 59+55.28  
 P.T. = 59+97.31

CURVE 14  
 P.I. = 67+31.94  
 Y = 468,203.80  
 X = 835,942.50  
 DELTA = 7° 39' 10" (RT)  
 D = 2° 51' 53"  
 T = 133.76'  
 L = 267.13'  
 R = 2,000.00'  
 P.C. = 65+98.17  
 P.T. = 68+65.30

CURVE 15  
 P.I. = 71+31.92  
 Y = 468,486.83  
 X = 836,225.69  
 DELTA = 22° 11' 26" (RT)  
 D = 11° 27' 33"  
 T = 98.05'  
 L = 193.65'  
 R = 500.00'  
 P.C. = 70+33.87  
 P.T. = 72+27.52

CURVE 16  
 P.I. = 77+61.09  
 Y = 468,731.51  
 X = 836,808.01  
 DELTA = 39° 59' 46" (RT)  
 D = 4° 24' 27"  
 T = 473.11'  
 L = 907.49'  
 R = 1,300.00'  
 P.C. = 72+87.98  
 P.T. = 81+95.47

CURVE 13  
 P.I. = 62+47.30  
 Y = 467,818.52  
 X = 835,648.30  
 DELTA = 6° 24' 14" (RT)  
 D = 5° 43' 46"  
 T = 55.94'  
 L = 111.77'  
 R = 1,000.00'  
 P.C. = 61+91.35  
 P.T. = 63+03.12



SEE DETAL B

PLE - MAINTENANCE (0.20 ACRES)

SLOPE INTERCEPT (TYP.)  
 TLE - GRADING (2.97 ACRES)

DETAIL B  
 N.T.S.

PLE/TLE CURVE DATA TABLE					
NAME	RADIUS	LENGTH	DELTA	C.B.	C.L.
TLE3G	1,025.00'	114.56'	6°24'14"RT	N34°09'46"E	114.50'
TLE3H	2,025.00'	270.47'	7°39'10"RT	N41°11'28"E	270.27'
TLE3I	525.00'	203.33'	22°11'26"RT	N56°06'46"E	202.06'
TLE3J	1,325.00'	924.94'	39°59'46"RT	N87°12'22"E	906.27'
TLE3N	1,275.00'	890.03'	39°59'46"LT	S87°12'22"W	872.07'
TLE3O	475.00'	183.97'	22°11'26"LT	S56°06'46"W	182.82'
TLE3P	1,975.00'	263.79'	7°39'10"LT	S41°11'28"W	263.59'
TLE3Q	975.00'	108.97'	6°24'14"LT	S34°09'46"W	108.92'

REFERENCE LINE CURVE DATA PLACED IN GENERAL LOCATION OF EACH CURVE

REVISION DATE	DATE 8/21/2014	0 100 200 SCALE, FEET	HWY: YAHARA RIVER TRAIL	STATE R/W PROJECT NUMBER 5992-08-84	PLAT SHEET 4.06
			COUNTY: DANE	CONSTRUCTION PROJECT NUMBER 5992-08-85	PS&E SHEET