

**PERMANENT LIMITED EASEMENT FOR
PUBLIC SANITARY SEWER MAIN PURPOSES**

The **County of Dane**, a Wisconsin quasi-municipal corporation ("County"), being the owner, and **Madison Area Technical College District** ("MATC"), being the lessee of the property located at **1750 Pearson Street**, (the "Property"), in consideration of the sum of One dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does grant, set over and convey unto the **City of Madison**, a Wisconsin municipal corporation, ("City"), Permanent Limited Easement for public sanitary sewer purposes ("Easement"), including, but not limited to, the right of ingress and egress; the right to excavate, install, operate, maintain, repair, replace and modify the sanitary sewer facilities and improvements (the "Facilities"); and the right to perform all work incidental thereto in the Owner's parcel described on attached Exhibit A and depicted in attached Exhibit B (the "Easement Area").

NOW, THEREFORE, the County and MATC hereby grant a Permanent Limited Easement for Public Sanitary Sewer Purposes to the City subject to the following conditions:

1. Construction, Restoration, Repair and Maintenance.

- a. The work of construction, repair and maintenance by the City shall be done and completed in a good and professional manner at the sole expense of the City and shall be performed in such a manner as in no way to interfere with or endanger the use of the Easement Areas. 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.
- b. All areas affected by the work of the City shall be promptly restored to original grade and vegetation or surface condition, including repair or replacement of pavement and concrete, by and at the expense of the City after completion of said work (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to the County and MATC.
- c. Following the installation of the Facilities and final grading of the Easement Areas, no grade change to the Easement Area shall be made by the County and MATC without the prior written approval of the City's Engineer.

RETURN TO: City of Madison
Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No's: 251/0810-293-0099-4

- d. With the exception of grade level sewer access structures and unless otherwise authorized by County and MATC, Facilities installed under authority of this Easement shall not include above ground structures or equipment.
2. Reservation of Use by County and MATC. County and MATC retain their rights to use and occupy the Easement Area, including the right to construct and use walks, drives, ramps, runways, taxiways or fencing over the Easement Area, provided such use and occupancy does not unreasonably interfere with the installation, use, and maintenance by City of its Facilities in the Easement Area.
3. Landscaping by County and MATC. Plantings and landscaping within the Easement Area shall not obstruct routine maintenance by the City. In the event of repair or reconstruction, plantings and landscaping may be removed by the City without replacement or compensation to the County and MATC.
4. Compliance. The City and the County and MATC 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. All rights and obligations under this Easement based on MATC's leasehold interest in the land underlying the Easement Area shall be extinguished if MATC ceases to hold such leasehold interest.
5. Amendment. This Easement may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.
6. 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.
7. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
8. Severability. If any term or provision of this Easement 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 this Easement and the same shall continue to be effective to the fullest extent permitted by law.
9. Addendum. This Easement is also subject to the attached Dane County Addendum A – Public Sanitary Sewer Easement Conditions.
10. Public Record. This Easement will be recorded at the office of the Dane County Register of Deeds.

Dated this _____ day of _____, 2016.

COUNTY OF DANE

By: _____
Scott McDonell, County Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2016, 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: _____

MADISON AREA TECHNICAL COLLEGE DISTRICT

By: _____
(signature)

(print or type name and title)

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2016, the above named _____ (name), _____ (title), of Madison Area Technological College District, known to me to be the person who executed the above and foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer as the deed of such corporation, by its authority.

Notary Public, State of Wisconsin
My Commission: _____

Acceptance of this Permanent Limited Easement is authorized by Resolution Enactment No. RES-15-00091, File ID No. 36542, adopted February 3, 2015, by the Common Council of the City of Madison.

Drafted by the City of Madison Office of Real Estate Services

City Engineering Project No. 53S4609

Real Estate Section Project No. 10677

ADDENDUM A
PUBLIC SANITARY SEWER EASEMENT CONDITIONS

Dane County (hereinafter, the “**COUNTY**”), owner and operator of the Dane County Regional Airport (hereinafter, the “**Airport**”), expressly conditions the grant and continued validity of the Public Sanitary Sewer Easement to which this Addendum A is attached (hereinafter, the “**Easement**”) on the following.

1. The **COUNTY**, for itself, and its successors and assigns, does hereby retain for the use and benefit of the public the airspace over and above the surface of the Easement Area described in the Easement and the right to cause such sound, noise, vibration, and dust as may be inherent in the operation of aircraft in said airspace and in the vicinity of the Airport.

2. The City of Madison, (hereinafter, the “**CITY**”) shall not use or permit the placement of objects, the erection of structures or the growth of natural objects in the Easement Area that would constitute obstructions to air navigation under the standards set forth in Federal Aviation Regulations Part 77.

3. The **CITY** shall not use or permit the use of the Easement Area in a manner that interferes with air navigation or the use of communication equipment and facilities serving the Airport, or to otherwise create a hazard to aviation.

4. The **CITY** shall not use or permit the use of the Easement Area for the location of lights, signs, or other objects that may impede the ability of pilots to distinguish and identify Airport lights and navigational aids, or to otherwise create a hazard to aviation.

5. The **CITY** shall not develop or permit uses in the Easement Area that have the potential to attract wildlife that may be hazardous to aviation in the vicinity of the Airport.

6. The **CITY**, for itself and its successors and assigns, does grant to the **COUNTY**, a continuing right of entry onto the Easement Area to keep the Easement Areas clear and free of any object which may be or cause a hazard to aviation, as determined at the **COUNTY’S** sole discretion.

7. The **CITY** acknowledges, and accepts as a condition to the grant of the subject Easement, that the Easement Area is located in a noise impacted area; that present and future Airport related noise might interfere with the unrestricted use and enjoyment of the Easement Area; that Airport related noise might change over time by virtue of greater numbers of aircraft, louder aircraft, scheduling variations; and that changes in aircraft, air traffic control operating procedures or in the Airport layout could result in real or perceived increases in noise from Airport related activities.

8. The **CITY’S** use of the Easement Area is subject to compliance with the notice and review requirements contained in Federal Aviation Regulations Part 77, Subpart B.

9. The **CITY** for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Easement Area, (2) that in the construction of any improvements on, over, or under the Easement Area and the furnishings of any services thereon, no person on the grounds of race, color or national original shall be excluded or otherwise subjected to discrimination, (3) that the **CITY** shall use the Easement Area in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964.

EXHIBIT A










LEGAL DESCRIPTION – PUBLIC SANITARY SEWER EASEMENT

Part of the Southeast Quarter of the Southwest Quarter of Section 29 and Part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 08 North, Range 10 East, City of Madison, Dane County, Wisconsin more particularly described as follows:

Commencing at the South Quarter Corner of said Section 29, aforesaid; thence North 00 degrees 46 minutes 20 seconds West along the East line of the Southwest Quarter of said Section a distance of 517.38 feet; thence South 89 degrees 13 minutes 40 seconds West, 417.10 feet to the West right-of-way line Pearson Street and the Point of Beginning; thence South 01 degrees 50 minutes 52 seconds West along said right-of-way line, 260.66 feet to a point of curve; thence Southwesterly 279.95 feet along an arc of a curve to the right, having a radius of 700.00 feet, the chord bearing South 13 degrees 18 minutes 05 seconds West, 278.09 feet; thence South 24 degrees 44 minutes 04 seconds West, 116.51 feet to a point of curve; thence Southwesterly 28.98 feet along an arc of a curve to the right, having a radius of 25.00 feet, the chord bearing South 57 degrees 56 minutes 43 seconds West, 27.39 feet; thence North 24 degrees 44 minutes 04 seconds East; 139.43 feet to a point of curve; thence Northeasterly 273.95 feet along an arc of a curve to the left, having a radius of 685.00 feet, the chord bears North 13 degrees 18 minutes 05 seconds East, 272.13 feet; thence North 01 degrees 50 minutes 52 seconds East, 260.66 feet; thence South 88 degrees 09 minutes 23 seconds East, 15.00 feet to the Point of Beginning.

Said easement contains 10,060 square feet or 0.231 acres.

LEGEND

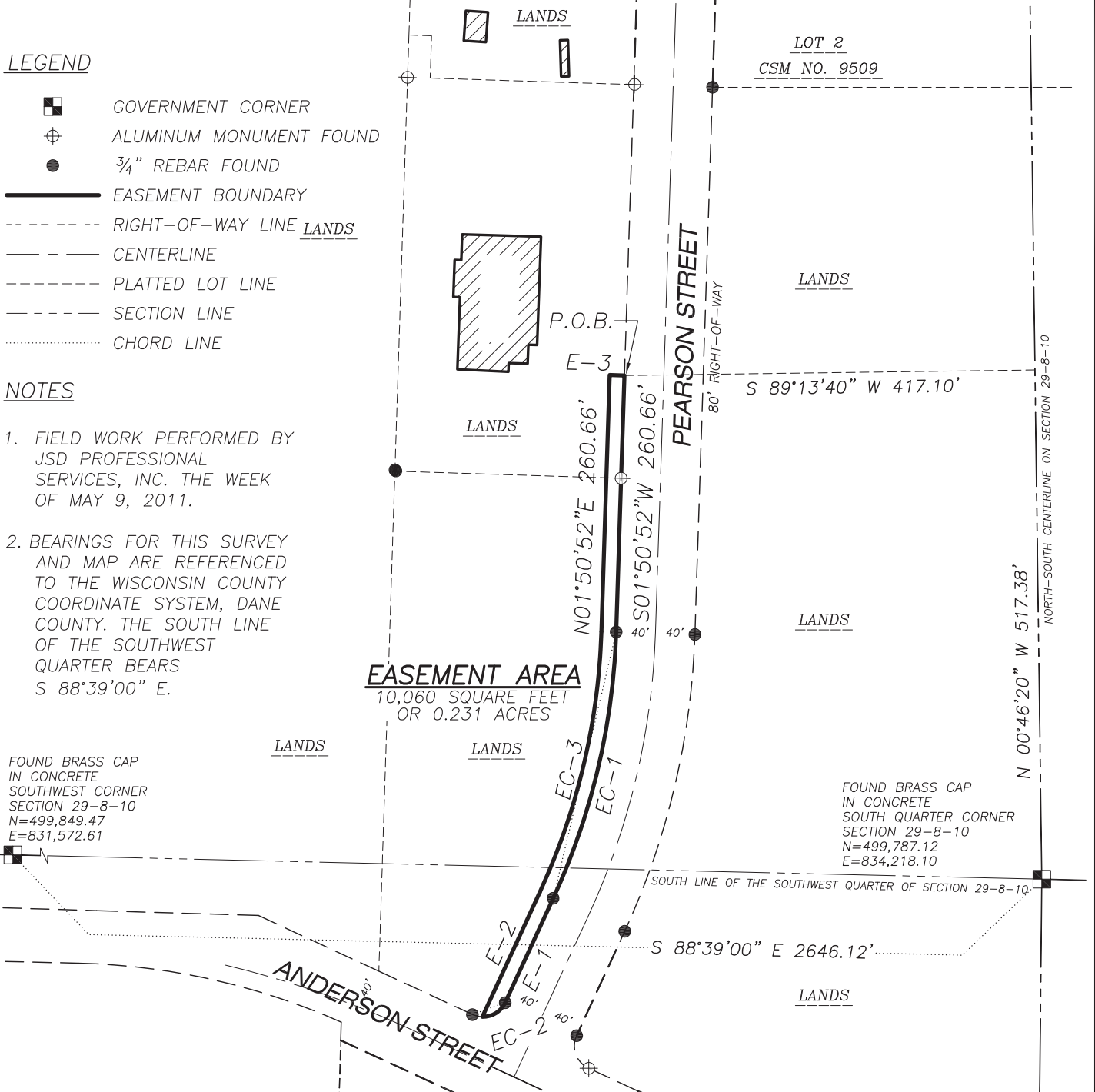
-  GOVERNMENT CORNER
-  ALUMINUM MONUMENT FOUND
-  3/4" REBAR FOUND
-  EASEMENT BOUNDARY
-  RIGHT-OF-WAY LINE LANDS
-  CENTERLINE
-  PLATTED LOT LINE
-  SECTION LINE
-  CHORD LINE

NOTES

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. THE WEEK OF MAY 9, 2011.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY. THE SOUTH LINE OF THE SOUTHWEST QUARTER BEARS S 88°39'00" E.

FOUND BRASS CAP
IN CONCRETE
SOUTHWEST CORNER
SECTION 29-8-10
N=499,849.47
E=831,572.61

FOUND BRASS CAP
IN CONCRETE
SOUTH QUARTER CORNER
SECTION 29-8-10
N=499,787.12
E=834,218.10



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
EC-1	279.95'	700.00'	22°54'52"	278.09'	S 13°18'05" W
EC-2	28.98'	25.00'	66°25'19"	27.39'	S 57°56'43" W
EC-2	273.95'	685.00'	22°54'52"	272.13'	N 13°18'05" E

LINE TABLE

LINE	BEARING	DISTANCE
E-1	S 24°44'04" W	116.51'
E-2	N 24°44'04" E	139.43'
E-3	S 88°09'23" E	15.00'

PUBLIC SANITARY SEWER EASEMENT EXHIBIT

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 08 NORTH RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
PHONE: (608)848-5060

PREPARED FOR:

CITY OF MADISON
215 MARTIN LUTHER
KING, JR. BLVD.
MADISON, WI

PROJECT NO: 13-5648

FILE NO: A-302

FIELDBOOK/PG: -

SHEET NO: 1 OF 1

SURVEYED BY: JK

DRAWN BY: JK

CHECKED BY: TJB

APPROVED BY: HPJ



SCALE: 1" = 150'