

STORMWATER POND EASEMENT

City of Verona Lincoln Street Stormwater Management Pond

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 (“Grantee”) the right to construct, operate, repair, replace and maintain a stormwater management pond and any necessary above-ground and below-ground appurtenances for the collection and treatment of runoff above, under, and across land described as the

SE 1/4, SE 1/4, Section 15, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).

Tax Parcel I.D. 286/0608-154-9501-2

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

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

A parcel of land contained within the following tract, Part of the SE1/4 of the SE1/4 of Section 15, T6N, R8E, City of Verona, Dane County, Wisconsin, being a rectangular area of land described as follows and depicted as permanent limited easement on attached Exhibits A and B.

Commencing at the Southeast corner of said Section 15; thence N00°25’49”W, 1127.16 feet along the East line of said SE1/4; thence S89°34’11”W, 194.83 feet to the point of beginning; thence S09°38’51”E, 233.45 feet; thence S26°14’23”W, 115.89 feet; thence S66°58’40”W, 113.06 feet; thence S28°09’54”W, 189.97 feet; thence S11°51’49”E, 156.96 feet; thence N90°00’00”W, 182.30 feet to a point on the East line of Lot 2, Certified Survey Map No. 3643; thence N01°18’11”E, 479.83 feet along said East line and the East line of Lot 1, Certified Survey Map No. 12172; thence N58°54’53”E, 94.04 feet; thence N19°12’20”E, 181.22 feet; thence N90°00’00”E, 204.81 feet to the point of beginning.

Contains 170,007 square feet, 3.90 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, and maintenance of the stormwater management pond and for ingress access and egress access.

2. 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. Grantor acknowledges that changes in grades and landscaping features will occur as part of the project.
3. 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, or alteration of the stormwater management pond and any necessary above-ground and below-ground appurtenances. 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. Grantor acknowledges that changes in grades and landscaping features will occur as part of the project.
4. No buildings or permanent structures not associated with the initial construction, maintenance, and/or operation of the stormwater management pond shall be built within or placed within the PLE area.
6. Trees will be planted within the PLE area by the Grantee as part of the construction. No additional trees shall be installed within the PLE area without the Grantee's prior approval to ensure the operation, function, repair, replacement and maintenance of the stormwater management pond.
8. Following construction of the stormwater management pond, no permanent grade changes (additional overburden or excavation cuts) shall occur within the PLE area without Grantee's prior approval.
9. Following installation of the stormwater management pond but as part of the overall construction project, the Grantee will re-locate and re-construct the existing vegetated path for recreation users.
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 Southeast 1/4 of the Southeast 1/4 of Section 15, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a rectangular area of land described as follows and depicted as a temporary construction easement on Exhibits A and B.

Commencing at the Southeast corner of said Section 15; thence N00°25'49"W, 1127.16 feet along the East line of said SE1/4; thence S89°34'11"W, 194.83 feet to the point of beginning; thence S90°00'00"W, 204.81 feet; thence N26°01'35"W, 232.96 feet to a point on the North line of said SE1/4 of the SE1/4; thence S88°48'44"E, 307.10 feet along said North line; thence S00°00'00"E, 202.97 feet to the point of beginning.

Contains 52,596 square feet, 1.21 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 December 17, 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, and construction of the stormwater management pond and for ingress access, egress access, and access to adjoining temporary easement areas of the stormwater management pond.
3. During the construction process, the temporary construction easement is intended to be used for the following purposes, including, but not limited to: staging of materials, staging of equipment, and secondary construction ingress and egress access to adjoining temporary limited easement areas of the stormwater management pond.
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

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, GRANTOR has agreed to and executed this Stormwater Management Pond Easement this _____ day of _____, 2021.

Dane County

By Scott McDonell, County Clerk

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Scott McDonell, County Clerk to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

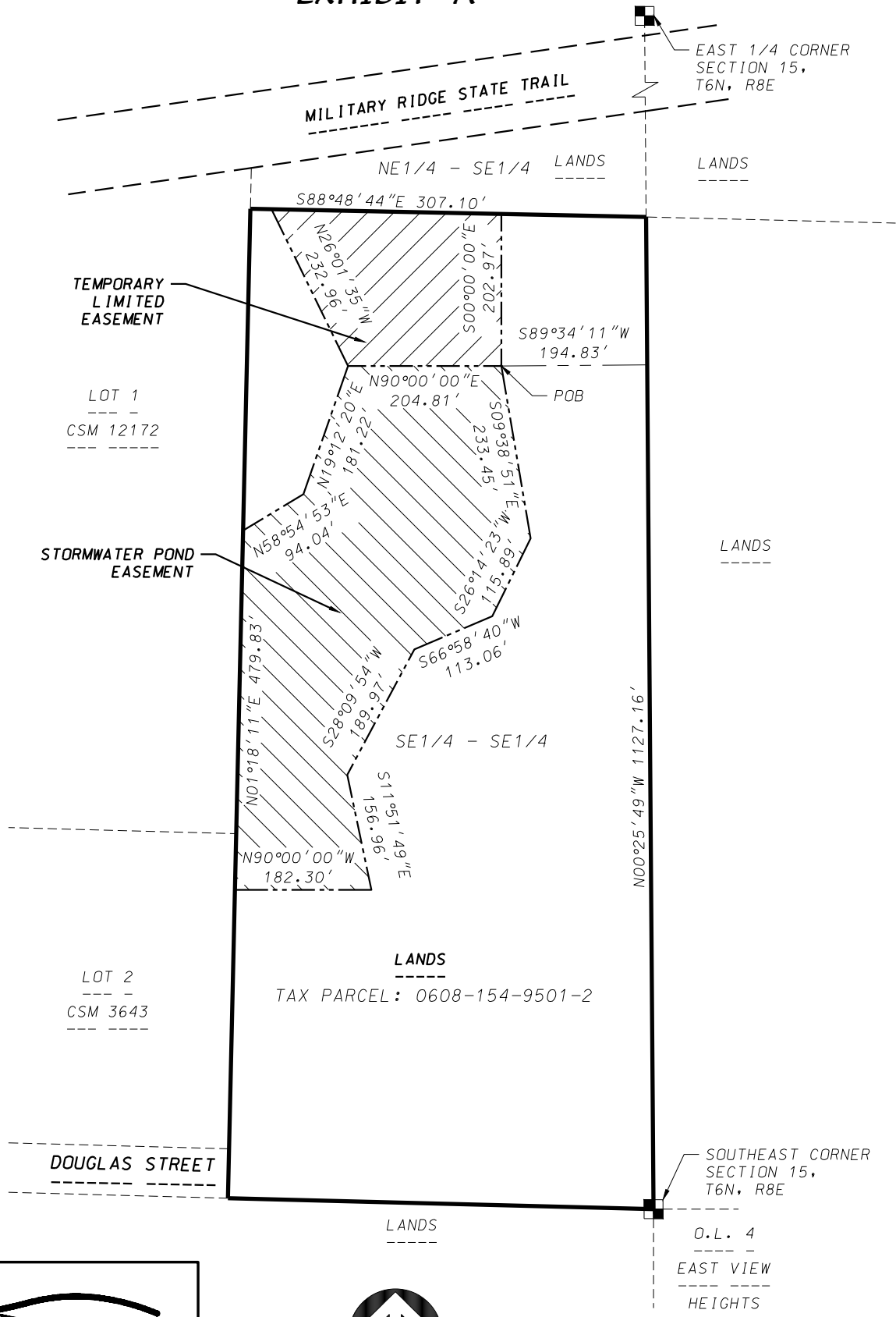
Signature of Notary Public

Typed Name of Notary Public

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

Drafted by and return to the:
City of Verona
Public Works Department

EXHIBIT "A"



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1089

YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT



Scale 1" = 200'

DATE: 01-05-21

F.N.: 18-02-127

EXHIBIT "B"

LEGAL DESCRIPTION

A Temporary Limited Easement, located in SE1/4 of the SE1/4 of Section 15, T6N, R8E, City of Verona, Dane County, Wisconsin to-wit:

Commencing at the Southeast corner of said Section 15; thence N00°25'49"W, 1127.16 feet along the East line of said SE1/4; thence S89°34'11"W, 194.83 feet to the point of beginning; thence S90°00'00"W, 204.81 feet; thence N26°01'35"W, 232.96 feet to a point on the North line of said SE1/4 of the SE1/4; thence S88°48'44"E, 307.10 feet along said North line; thence S00°00'00"E, 202.97 feet to the point of beginning. Containing 52,596 square feet.

LEGAL DESCRIPTION

A Stormwater Pond Easement, located in the SE1/4 of the SE1/4 of Section 15, T6N, R8E, City of Verona, Dane County, Wisconsin to-wit:

Commencing at the Southeast corner of said Section 15; thence N00°25'49"W, 1127.16 feet along the East line of said SE1/4; thence S89°34'11"W, 194.83 feet to the point of beginning; thence S09°38'51"E, 233.45 feet; thence S26°14'23"W, 115.89 feet; thence S66°58'40"W, 113.06 feet; thence S28°09'54"W, 189.97 feet; thence S11°51'49"E, 156.96 feet; thence N90°00'00"W, 182.30 feet to a point on the East line of Lot 2, Certified Survey Map No. 3643; thence N01°18'11"E, 479.83 feet along said East line and the East line of Lot 1, Certified Survey Map No. 12172; thence N58°54'53"E, 94.04 feet; thence N19°12'20"E, 181.22 feet; thence N90°00'00"E, 204.81 feet to the point of beginning. Containing 170,007 square feet.