

**PERMAMENT LIMITED EASEMENT FOR
PUBLIC STREET RIGHT-OF-WAY PURPOSES**

The **County of Dane**, a Wisconsin municipal corporation ("Grantor"), being the owner of the property hereinafter described, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does grant, set over and convey unto the **City of Madison**, a Wisconsin municipal corporation ("City"), a Permanent Limited Easement for Public Street Right-of-Way Purposes ("Easement"), including, but not limited to, the right of ingress and egress; the right to operate, maintain, repair, replace and modify the public street and sidewalk improvements, street trees, and public and private utilities ("Improvements"); and the right to perform all work incidental thereto; in, on, under and through the property legally described in attached Exhibit A and depicted on Exhibit B ("Easement Area").

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

Tax Parcel No: 251-0810-321-0604-0 (part of)

WHEREAS, the Easement Area is within a parcel of land addressed as 3201 Anderson Street, leased by the Grantor to Madison Area Technical College ("MATC"), as successor-in-interest under a certain Ground Lease With Option to Purchase (Lease No. DCRA 82-01), dated April 15, 1982, amended by Amendment 1 on April 1, 1983, and by the Second Amendment to Ground Lease with Option to Purchase, effective September 18, 2006, all as memorialized by a Memorandum of Lease recorded November 30, 2015 in the Dane County Register of Deeds as Document No. 5200404 (collectively, "Ground Lease"); and,

WHEREAS, MATC plans to undertake a project to remove an existing tennis court and construct a new parking lot on the leased land ("Project"); and,

WHEREAS, conditions of approval for the Project require MATC, as developer, to construct the Improvements within the Easement Area according to plans approved by the City's Engineer. Construction of the Improvements is to be completed in accordance with Private Contract No. 8373 ("Contract") by and between MATC and the City; and

WHEREAS, the Grantor desires to grant, and the City desires to accept, an easement for the construction and maintenance of the Improvements in the Easement Area.

NOW, THEREFORE, the Grantor hereby grants to and for the benefit of the City this Easement, subject to the following conditions:

1. Construction. The work of initial construction of the Improvements shall be performed by MATC in accordance with the terms of the Contract.

2. Maintenance. The City shall be responsible for the repair, maintenance, replacement and modification of the Improvements constructed within the Easement Area.
3. Private Improvements. Any private improvements within the Easement Area that are required to be removed due to the construction or maintenance of any Improvements shall be removed at the sole expense of the Grantor and/or MATC. The City shall not be required to repair or replace or otherwise compensate Grantor or MATC for any private improvements removed or disturbed within the Easement Area.
4. No Changes. Following the installation of the Improvements and final grading of the Easement Area, no grade change shall be made and no structures above or below ground, objects, signage or landscaping shall be placed within the Easement Area without the written consent of the City Engineer.
5. Reservation of Use by Grantor and MATC. The Grantor and MATC reserve the right to use and occupy the Easement Area in a manner consistent with the rights herein conveyed, provided that such use and occupancy shall not interfere with or disturb the City's operation, maintenance, repair, replacement and/or modification of the public Improvements located therein. Other than as set forth in Paragraph 4 of this Easement, no above-ground private improvements will be allowed in the Easement Area by the Grantor or MATC, with the exception that pavement and/or concrete for driveway purposes will be permitted.
6. Reservation of Use By the City. Notwithstanding Paragraphs 1 and 2 of this Easement, the City reserves the right to construct and install Improvements, including, but not limited to, the right to issue any and all excavation, street opening, and street occupancy permits, encroachment agreements, and the right to operate, maintain, repair, replace, and/or modify the Improvements, and the right to perform all work incidental thereto.
7. Compliance. The Grantor and MATC and the City shall comply with all applicable laws with respect to this Easement, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
8. 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.
9. 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 the City, its successors and assigns, and shall be binding upon the Grantor and MATC, their successors and assigns.
10. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
11. 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.

- 12. Public Record. This Easement will be recorded at the office of the Dane County Register of Deeds.
- 13. Standard Airport Conditions. This Easement shall be subject to the Standard Airport Conditions attached hereto as Exhibit C.

Dated this ____ day of _____, 2019.

COUNTY OF DANE

By: _____
Scott McDonell, County Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2019, the above named Scott McDonell, County Clerk of the County of Dane, 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 of notary)
My Commission expires: _____

[Signatures continue on following page.]

CONSENT OF CORPORATE LESSEE

Madison Area Technical College, as lessee under the Ground Lease, which has a term in excess of one year, hereby acknowledges its consent to the terms and conditions of this Easement.

MADISON AREA TECHNICAL COLLEGE

By: _____

Mark Thomas
CFO/VP of Administrative Services

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 14th day of August, 2019, the above named Mark Thomas (name), CFO/VP of Administrative Services (title), of Madison Area Technical College, known to me to be the person who executed the above foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer as the deed of said corporation, by its authority.



Jill A. Spilde
Notary Public, State of Wisconsin
Jill A. Spilde
(print or type name of notary)
My Commission expires: 11-15-2019

Acceptance of this Permanent Limited Easement is authorized by Resolution Enactment No. RES-19-00065, File No. 54411, adopted by the Common Council of the City of Madison on February 5, 2019.

Drafted by the City of Madison Office of Real Estate Services

ORES Project No. 11901
Engineering Project No. 12584

EXHIBIT A
Easement Area Legal Description

Two separate areas, both being a part of the Southwest Quarter of the Northeast Quarter of Section 32 Town 8 North, Range 10 East, located in the City of Madison, Dane County, Wisconsin.

The easterly Area A being more particularly described as follows:

Commencing at the Northeast corner of aforesaid Section 32, thence along the North Line of aforesaid Northeast Quarter of Section 32, North 88 degrees 39 minutes 02 seconds West, 1410.60 feet; thence South 01 degrees 20 minutes 58 seconds West, 402.67 feet to a point on the westerly Right-of-Way line of Wright Street as described in a Quit Claim Deed of Dedication per Document no. 1364827; thence along said westerly Right-of-Way line of Wright Street South 01 degrees 51 minutes 44 seconds West, 1047.53 feet to the northerly Right-of-Way line of Straubel Street as described in a Quit Claim Deed of Dedication per Document no. 1412331, also being the **Point of Beginning** for this Area A; thence along said northerly line of Straubel Street North 88 degrees 08 minutes 36 seconds West, 106.55 feet; thence North 86 degrees 13 minutes 27 seconds East, 102.05 feet to a point of non-tangent curve; thence northeasterly along the arc of a curve to the left 16.06 feet, having a Radius of 25.00 feet and a Long Chord that bears North 20 degrees 16 minutes 15 seconds East, for 15.79 feet to a point of tangent on the aforesaid westerly Right-of-Way line of Wright Street; thence along said westerly Right-of-Way line of Wright Street South 01 degrees 51 minutes 44 seconds West, 59.37 feet back to the **Point of Beginning**.

Above described Area A contains 582 Square Feet or 0.01 Acres.

The westerly Area B being more particularly described as follows:

Commencing at the Northeast corner of aforesaid Section 32, thence along the North Line of aforesaid Northeast Quarter of Section 32, North 88 degrees 39 minutes 02 seconds West, 1410.60 feet; thence South 01 degrees 20 minutes 58 seconds West, 402.67 feet to a point on the westerly Right-of-Way line of Wright Street as described in a Quit Claim Deed of Dedication per Document no. 1364827; thence along said westerly Right-of-Way line of Wright Street South 1 degree 51 minutes 44 seconds West, 1047.53 feet to the northerly Right-of-Way line of Straubel Street as described in a Quit Claim Deed of Dedication per Document no. 1412331; thence along said northerly Right-of-Way line of Straubel Street North 88 degrees 08 minutes 36 seconds West, 635.97 feet to a point of curve; thence continuing along a line with the bearing of the previous line North 88 degrees 08 minutes 36 seconds West, 59.37 feet to a point of tangent curve; thence northwesterly along the arc of a curve to the right 32.57 feet, having a Radius of 50.00 feet and a Long Chord that bears North 69 degrees 28 minutes 57 seconds West, for 32.00 feet, to a point on the existing westerly end of the curving Right-of-Way for the Cul-de-Sac termination of Straubel Street, also being the **Point of Beginning** for this Area B; thence continuing northwesterly

along the arc on the remainder of the previously described curve to the right 5.25 feet, having said Radius of 50.00 feet and a Long Chord that bears North 47 degrees 48 minutes 42 seconds West, for 5.25 feet to a point of reverse curve; thence northwesterly, westerly, southwesterly, southerly, southeasterly, easterly and northeasterly along the arc of a curve to left 279.27 feet, having a radius of 60.00 feet and a Long Chord that bears South 01 degrees 51 minutes 24 seconds West, for 87.27 feet to a point of reverse curve; thence northeasterly along the arc of a curve to the right 5.26 feet, having a Radius of 50.00 feet and a long Chord that bears North 51 degrees 31 minutes 33 seconds East, for 5.25 feet to a point on the non-tangent aforesaid existing westerly end of the curving Right-of-Way for the Cul-de-Sac termination of Straubel Street; thence northwesterly, northerly, and northeasterly along the arc of said curving Right-of-Way on a curve to right 93.52 feet, having a Radius of 50.00 feet and a Long Chord that bears North 01 degrees 51 minutes 22 seconds East, for 80.47 feet back to the **Point of Beginning**.

Above described Area B contains 9,367 Square Feet or 0.22 Acres.

EXHIBIT B - EASEMENT AREA

TWO AREAS BOTH BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 32, TOWN 8 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

NORTHEAST CORNER
32-T8N-R10E
N: 499,724.79
E: 836,864.18

NORTH ¼ CORNER
32-T8N-R10E
N: 499,787.12
E: 834,218.10

NORTH LINE NORTHEAST QUARTER OF SECTION 32

1236.21'

N 88° 39' 02" W 2646.81'

1410.60'

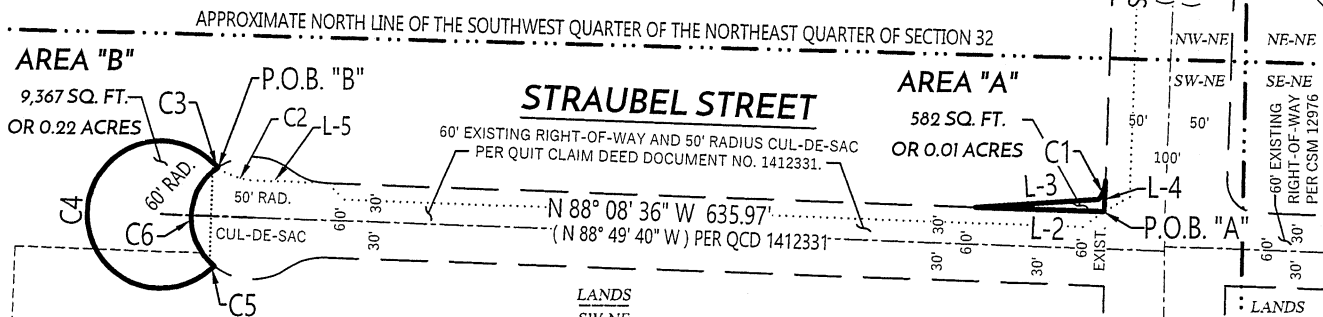
ANDERSON STREET

SHOWN FOR REFERENCE
TO CORNER ONLY

LINE TABLE		
LINE #	BEARING	DISTANCE
L-1	S 01° 20' 58" W	402.67'
L-2	N 88° 08' 36" W	106.55'
L-3	N 86° 13' 27" E	102.05'
L-4	S 01° 51' 44" W	25.00'
L-5	N 88° 08' 36" W	59.37'

CURVE TABLE							
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	16.06'	25.00'	36° 49' 02"	N 20° 16' 15" E	15.79'	N 38° 40' 46" E	N 1° 51' 44" E
C2	32.57'	50.00'	37° 19' 18"	N 69° 28' 57" W	32.00'	N 88° 08' 36" W	N 50° 49' 18" W
C3	5.25'	50.00'	6° 01' 13"	N 47° 48' 42" W	5.25'	N 50° 49' 18" W	N 44° 48' 05" W
C4	279.27'	60.00'	266° 41' 01"	S 1° 51' 24" W	87.27'	N 44° 48' 05" W	N 48° 30' 54" E
C5	5.26'	50.00'	6° 01' 19"	N 51° 31' 33" E	5.25'	N 48° 30' 54" E	N 54° 32' 13" E
C6	93.52'	50.00'	107° 10' 17"	N 1° 51' 22" E	80.47'	N 51° 43' 47" W	N 55° 26' 30" E

LANDS
NW-NE



LANDS
SW-NE

NOTES:

1. NORTH REFERENCE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, NAD 83 (1997) GRID NORTH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, T8N, R10E, ASSUMED TO BEAR MONUMENT TO MONUMENT N 88° 39' 02" W.
2. SEE SHEET 2 OF 2 FOR DETAILS SHOWING EXISTING EASEMENTS CONTAINED WITHIN AREAS "A" AND "B"

LEGEND

- · — · — SECTION/QUARTER LINE
- — — RIGHT-OF-WAY LINE
- - - - - EXISTING PARCEL/RECORDED LINE
- — — PROPOSED RIGHT-OF-WAY LINE

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PREPARED BY:
312 EAST MAIN STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
MADISON AREA TECHNICAL COLLEGE
1701 WRIGHT STREET
MADISON WI, 53704

SURVEYED BY: MAL
DRAWN BY: JWS
APPROVED BY: JWS

PROJECT NO: 180573
SHEET NO: 1 of 2

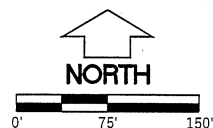
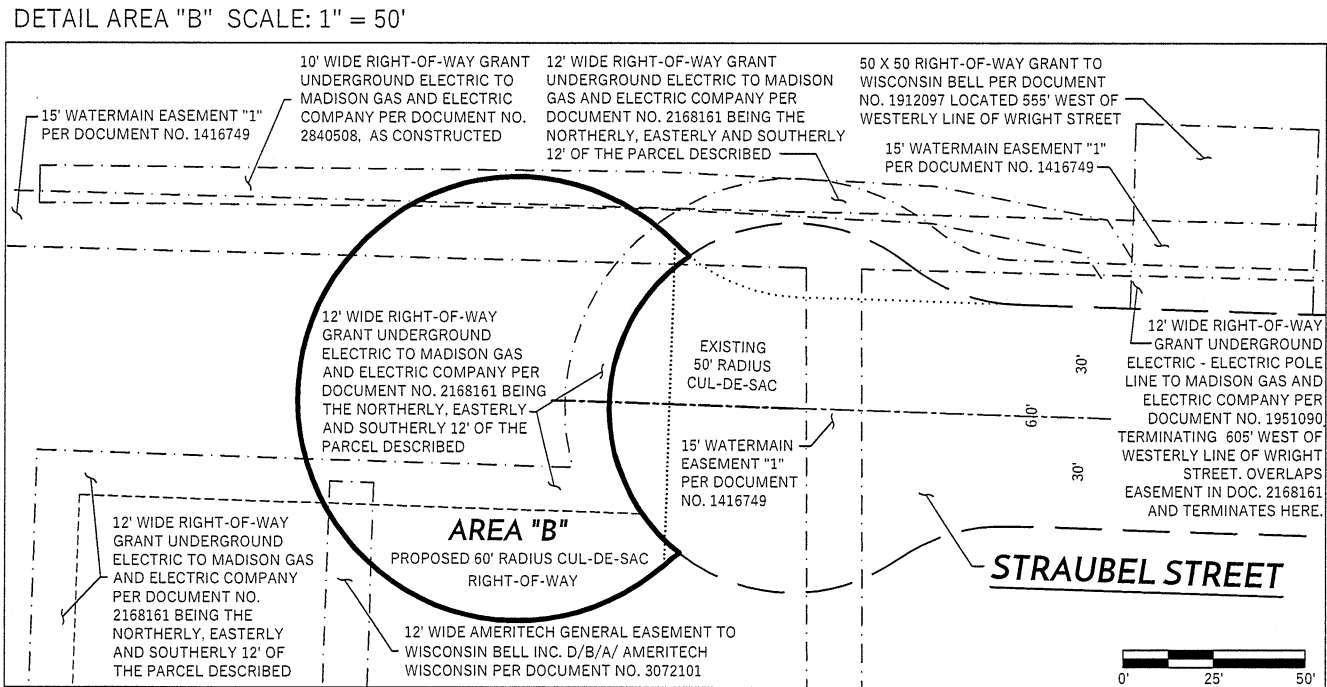
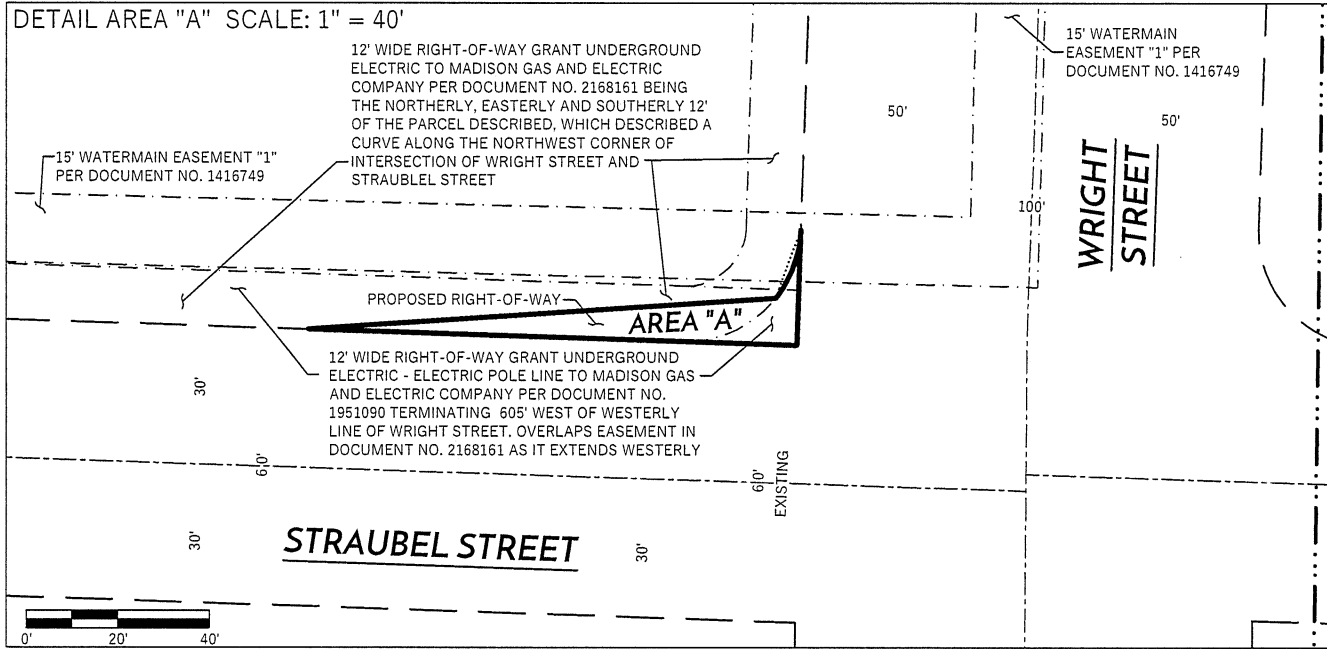


EXHIBIT B - EASEMENT AREA

TWO AREAS BOTH BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 32, TOWN 8 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.



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LEGEND

- SECTION/QUARTER LINE
- RIGHT-OF-WAY LINE
- - - - - EXISTING PARCEL/RECORDED LINE
- · - · - EXISTING EASEMENT LINE
- PROPOSED RIGHT-OF-WAY LINE



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	PREPARED BY:	PREPARED FOR:	SURVEYED BY: MAL	PROJECT NO: 180573
	312 EAST MAIN STREET MOUNT HOREB, WI 53572 www.wyserengineering.com	MADISON AREA TECHNICAL COLLEGE 1701 WRIGHT STREET MADISON WI, 53704	DRAWN BY: JWS	SHEET NO: 2 of 2
			APPROVED BY: JWS	

EXHIBIT C

STANDARD AIRPORT CONDITIONS

The continued validity of the Permanent Limited Easement for Public Street Right-of-Way Purposes to which this Exhibit C is attached (the "Easement") is subject to the following terms and conditions.

1. Dane County ("Grantor") retains for the use and benefit of the public the right to pursue all operations and undertakings of the Dane County Regional Airport (the "Airport") on, over, and in the vicinity of the Easement (the "Easement Area").
2. The City of Madison ("City") acknowledges and accepts that the Easement Area is located in a noise impacted area; that present and future Airport related noise and other disturbances might interfere with the unrestricted use and enjoyment of the Easement Area; that Airport related noise and other disturbances 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 and other disturbances from Airport related activities.
3. City shall at all times while performing work on improvements authorized under the Easement keep the airspace above the Easement Area free and clear of any and all equipment and objects of any kind extending 25 feet above existing ground level, unless otherwise specifically approved in writing by the Director of the Airport.
4. City shall not exercise any rights granted under the Easement or use or permit the use of the Easement Area in any manner that interferes with air navigation or Airport ground operations, impedes the ability of pilots to distinguish and identify Airport lights and navigational aids, produces glint or glare that impacts aviation or Airport operations, interferes with the use of communication equipment and facilities serving the Airport or Airport users, has the potential to attract wildlife that may be hazardous to aviation in the vicinity of the Airport, or otherwise creates a hazard to aviation as determined at the sole discretion of Grantor.
5. Grantor retains at all times a continuing right of entry onto the Easement Area to keep the Easement Area free and clear of any object that Grantor determines may be or cause a hazard to aviation.
6. City's use of the Easement Area is subject to compliance with the notice and review requirements set forth in Title 14, Code of Federal Regulations, Part 77.

EXHIBIT C

Page 1 of 2

EXHIBIT C

7. City 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, and (3) that City shall use the Easement Area in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21.

8. Notwithstanding anything in the Easement that may be to the contrary, Grantor retains the right to construct and use improvements on and over the Easement Area at any time such construction or use is deemed by Grantor to be necessitated by aviation safety or Airport operations, provided that such construction and use does not interfere with City's use of the easement area or, in the event such construction and use causes interference with City's use of the Easement Area to the extent that relocation of improvements constructed by City under authority of the Easement is necessary, Grantor provides an alternative easement therefor and pays expenses associated with such relocation.

9. The rights granted under the Easement are subject and subordinate to the terms of any conveyance by or to Grantor of property rights involving the Easement Area, provided such conveyance is recorded prior to the effective date of the Easement.

10. Upon the request of Grantor's Airport Director or the Airport Engineer, based upon consideration of aviation safety and Airport operations, prior to the construction of improvements as permitted under the Easement, City shall hold, at a location selected by Grantor, a meeting to obtain Grantor's approval of construction plans, specifications, and scheduling.

11. The exercise by City of any of the rights granted under the Easement shall be deemed to be consent by City to be bound by the terms and conditions set forth herein.