

**SECOND AMENDMENT TO TEMPORARY
LIMITED EASEMENT AGREEMENT**

This Second Amendment to Temporary Limited Easement Agreement, dated as of _____, 2016, is by and between the **County of Dane** (the “County”), a Wisconsin municipal corporation, and the **City of Madison** (the “City”), a Wisconsin municipal corporation.

WITNESSETH:

WHEREAS, the County is the owner of the property located at 1202 Northport Drive in the City of Madison, legally described in attached Exhibit A (the “County’s Property”); and

WHEREAS, the County and the City are parties to that certain Temporary Limited Easement Agreement, dated August 29, 2014, and recorded September 3, 2014, with the Dane County Register of Deeds as Document No. 5095651, as amended by Amendment to Temporary Limited Easement Agreement dated September 10, 2015 and recorded September 24, 2015 with the Dane County Register of Deeds as Document No. 5186126 (collectively, the “TLE”); and

WHEREAS, the TLE allows for the City’s temporary use of a portion of the County’s Property (the “TLE Area”) for construction access and staging purposes during the period of the City’s Lake View Water Tower demolition and construction project; and

WHEREAS, the term of the TLE is scheduled to expire on November 1, 2016; however, the City requires additional time to complete its construction and restoration activities; and

WHEREAS, the parties have agreed to extend the term of the TLE, subject to the conditions set forth below.

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

1. Paragraph 2 of the TLE is hereby amended to provide that the term of the TLE is extended for the period from November 2, 2016 to June 1, 2017 (the “Extension Period”).
2. The first sentence of Paragraph 7.a. of the TLE is deleted and replaced with the following two sentences: “Upon completion of construction of the New Water Tower, the City will notify the Cell Carriers and shall give them no more than ninety (90) days to remove their equipment from the Temporary Monopole and to install such equipment on the New Water Tower. Such timeframe

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

Tax Parcel No.: 251-0809-253-0099-1 (part of)

may, however, be adjusted by the City to allow for winter conditions or other extenuating conditions.”

- 3. The TLE Area shall be reduced to exclude the parking areas designated on Exhibit F to the TLE as “Lay Down Area’ and “Designated Contractor Parking.” Accordingly, Exhibit F to the TLE is hereby deleted and replaced with “Exhibit F – Revised December 2016” attached hereto.
- 4. All other provisions of the TLE remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment to Temporary Limited Easement Agreement as of the date first set forth above.

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 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: _____

CITY OF MADISON

By: _____
Paul R. Soglin, Mayor

By: _____
Maribeth L. Witzel-Behl, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2016, the above named Paul R. Soglin, Mayor of the City of Madison, 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
My Commission: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2016, the above named Maribeth L. Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print or Type Name
My Commission: _____

Execution of this Second Amendment to Temporary Limited Easement Agreement by the City of Madison is authorized by City of Madison Common Council Substitute Resolution Enactment No. RES-14-00617 File ID No. 34816, adopted August 5, 2014.

Drafted by the City of Madison Office of Real Estate Services

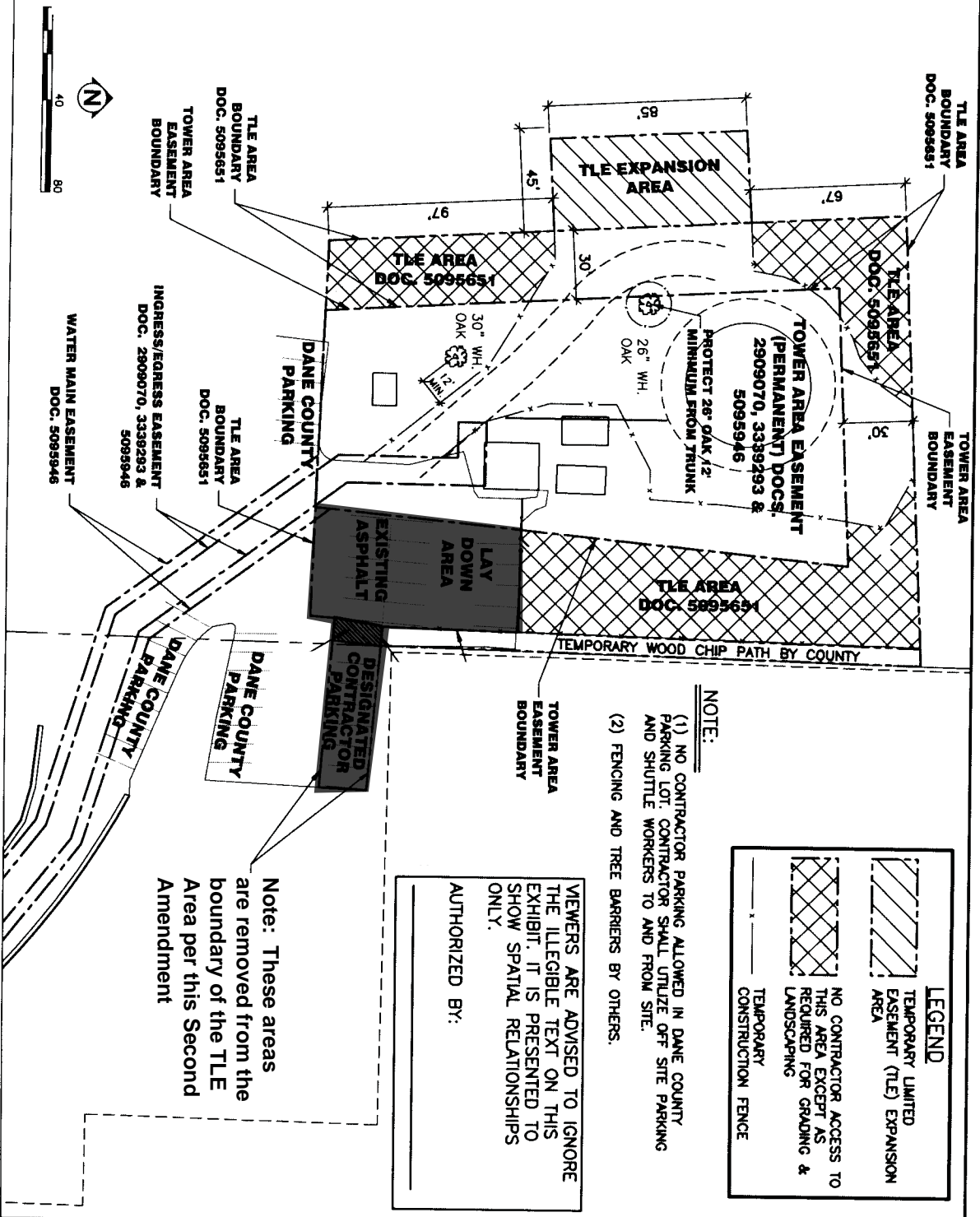
Project No. 10409

EXHIBIT A

The County's Property

Lot 1, Certified Survey Map No. 12189, as recorded in the Dane County Register of Deeds in Volume 75, Page 171 of Certified Survey Maps, City of Madison, Dane County, Wisconsin.

EXHIBIT F - REVISED DECEMBER 2016



NOTE:

- (1) NO CONTRACTOR PARKING ALLOWED IN DANE COUNTY PARKING LOT. CONTRACTOR SHALL UTILIZE OFF SITE PARKING AND SHUTTLE WORKERS TO AND FROM SITE.
- (2) FENCING AND TREE BARRIERS BY OTHERS.

LEGEND

	TEMPORARY LIMITED EASEMENT (TLE) EXPANSION AREA
	NO CONTRACTOR ACCESS TO THIS AREA EXCEPT AS REQUIRED FOR GRADING & LANDSCAPING
	TEMPORARY CONSTRUCTION FENCE

VIEWERS ARE ADVISED TO IGNORE THE ILLEGIBLE TEXT ON THIS EXHIBIT. IT IS PRESENTED TO SHOW SPATIAL RELATIONSHIPS ONLY.

AUTHORIZED BY:

Note: These areas are removed from the boundary of the TLE Area per this Second Amendment

Viewers are advised to ignore the illegible text on this plan. It is presented to show spatial relationships only.

Authorized by:

[Signature]