

**PERMANENT LIMITED EASEMENT
FOR PUBLIC PEDESTRIAN/BICYCLE PATH**

The **County of Dane**, a Wisconsin municipal corporation (“Grantor”), being the owner of the property herein after 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 to the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (“City”), its successors and assigns, a Permanent Limited Easement for Public Pedestrian/Bicycle Path Purposes (“Easement”), including, but not limited to, the right of ingress and egress; the right to operate, maintain, repair, replace and modify the public pedestrian and bicycle path improvements (“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 attached Exhibit B (“Easement Area”).

Return to: City of Madison
Economic Development Division
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.
 - a. For so long as MATC leases or owns the Easement Area, MATC shall be responsible for keeping the Easement Area free and clear of obstructions. The City shall be responsible

for snow and ice removal from the public path area only within the Easement Area in conformance with City General Ordinances.

- b. City Engineering shall periodically inspect the Improvements for necessary repairs and/or replacement, and shall so advise MATC of any needed repairs. For so long as MATC leases or owns the Easement Area, repair and replacement costs shall be shared equally between MATC and the City.
3. Access to ADA Parking. The Grantor and MATC may utilize the Improvements within the Easement Area for purposes of vehicular access to the existing ADA Parking stalls located adjacent to Robin Roberts Baseball Field, to the southwest of the Easement Area.
4. No Grade Change. Following the installation of the Improvements and final grading of the Easement Area, no grade change shall be made to 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 Improvements located therein. No above-ground improvements will be allowed in the Easement Area by the Grantor or MATC.
6. Landscaping by Grantor 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 Grantor or MATC.
7. Compliance. The Grantor, 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 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, MATC, and their respective 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 shall be recorded by the City 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.

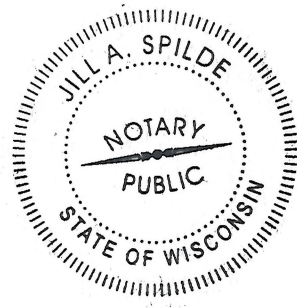
MADISON AREA TECHNICAL COLLEGE

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 Admin Services (title), of Madison Area Technical College, acting in said capacity and known by me to be the person who executed the above and foregoing instrument and acknowledged the same.



Jill A. Spilde
Notary Public, State of Wisconsin

Jill A. Spilde
(print or type name)
My Commission expires: 11.15.2019

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

Drafted by the City of Madison Office of Real Estate Services
City Engineering Project Nos. 12584

Real Estate Project No. 11902

EXHIBIT A
Legal Description of Easement Area

An area 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, 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, 2418.50 feet; thence South 01 degrees 20 minutes 58 seconds West, 1458.17 feet to a point on the southeasterly side of the curving limits of an existing 50 foot wide Term Easement for Pedestrian Walkway and Bike Path set forth per Document no. 1416749 (the "Term Easement"), also being the **Point of Beginning**; thence South 88 degrees 08 minutes 36 seconds East, 169.06 feet to a point of non-tangent curve on westerly end of the proposed extension of the curving Right-of-Way of Straubel Street; thence southerly along the arc of a said curving proposed extension of Straubel Street on a curve to the left 22.14 feet, having a Radius of 60.00 feet and a Long Chord that bears South 03 degrees 55 minutes 07 seconds West, for 22.01 feet to non-tangent line; thence North 88 degrees 08 minutes 36 seconds West, 196.84 feet to a point of non-tangent curve located along the aforesaid southeasterly side of the curving limits of an existing 50 foot wide Term Easement as set forth per Document no. 1416749; thence northeasterly along the arc of a said southeasterly side of curving existing easement on a curve to the left 36.22 feet, having a Radius of 115.00 feet and a Long Chord that bears North 54 degrees 16 minutes 04 seconds East, for 36.07 feet back to the **Point of Beginning**.

Above described Easement Area covers 3,976 Square Feet or 0.09 Acres more or less.

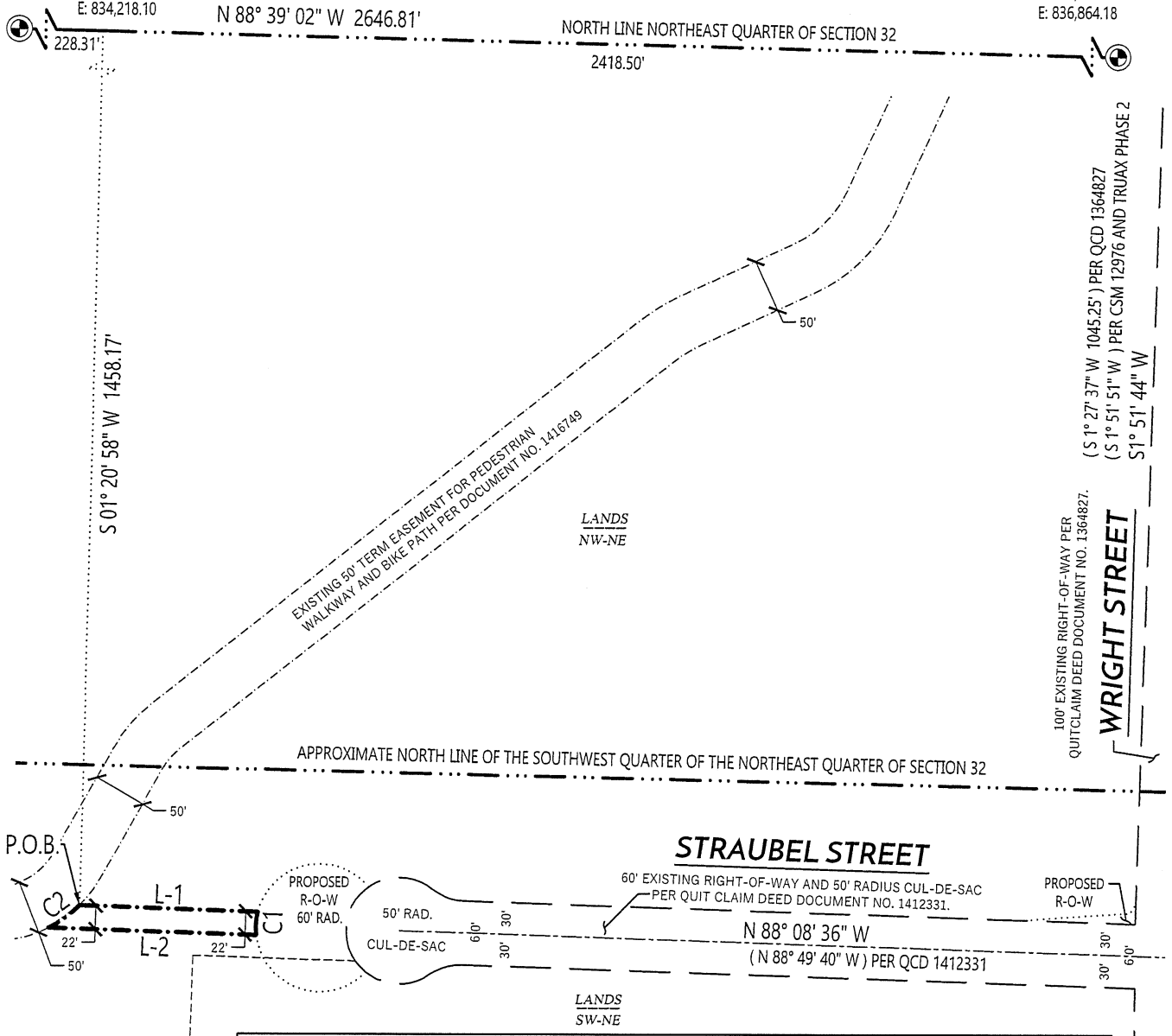
Note: The Easement Area is a 22 foot wide area located and extending between the aforementioned Term Easement and the proposed 60 foot radius cul-de-sac extension of Straubel Street depicted on Exhibit B.

PUBLIC BIKE AND PEDESTRIAN PATH EASEMENT - EXHIBIT B

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

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



CURVE TABLE							
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	22.14'	60.00'	21° 08' 30"	S 3° 55' 07" W	22.01'	S 14° 29' 22" W	S 6° 39' 09" E
C2	36.22'	115.00'	18° 02' 36"	N 54° 16' 04" E	36.07'	N 63° 17' 22" E	N 45° 14' 46" E

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

LEGEND

- · — · — SECTION/QUARTER LINE
- — — — — EXISTING RIGHT-OF-WAY LINE
- - - - - EXISTING PARCEL/RECORDED LINE
- · - · - · - EXISTING 50' EASEMENT
- · - · - · - PROPOSED EASEMENT

LINE TABLE

LINE #	BEARING	DISTANCE
L-1	S 88° 08' 36" E	169.06'
L-2	N 88° 08' 36" W	196.84'

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312 EAST MAIN STREET
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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 1

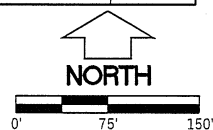


EXHIBIT C

STANDARD AIRPORT CONDITIONS

The continued validity of the Permanent Limited Easement for Public Pedestrian/Bicycle Path 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

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.