

TEMPORARY LIMITED EASEMENT

The **County of Dane** (“County”), a Wisconsin municipal corporation, being the owner of the property located at 7917 Stratton Way in the City of Madison, legally described below (the “County’s Property”), for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does grant, set over and convey to the **City of Madison** (“City”), a Wisconsin municipal corporation, a temporary limited easement for construction access, and sloping and grading purposes (“TLE”) upon and across that portion of the County’s Property, described as follows:

The temporary limited easement area denoted as Parcel 4 of Transportation Project Plat (TPP) 5992-09-30-4.02, recorded as Document No. 5263733 and filed in Volume 60-062B of Transportation Project Plats, Page 332-333, City of Madison, Dane County, Wisconsin (as depicted on attached Exhibit A).

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

Tax Parcel No: 251-0608-023-1201-1

WITNESSETH:

WHEREAS, the County is the owner of real property (“County’s Property”), located at 7917 Stratton Way, described as follows:

Outlot 11, Ice Age Falls Subdivision, as recorded in Volume 58-019B of Plats, Pages 98-103, as Document Number 3680382, located in the SW 1/4 of Section 2, Township 06 North, Range 08 East, City of Madison, Dane County, Wisconsin; and

WHEREAS, the City, in cooperation with the County, is reconstructing CTH PD / McKee Road along and adjacent to the County’s Property located at 7917 Stratton Way in association with said Transportation Project Plat 5992-09-30; and

WHEREAS, as part of said reconstruction of CTH PD / McKee Road, a new bridge structure for a multi-purpose trail will be constructed over CTH PD / McKee Road to serve the Ice Age Junction Trail that is located on the County’s Property; and

WHEREAS, in order to facilitate construction of said bridge structure and multi-purpose trail, a TLE is required over the County’s Property; and

WHEREAS, the County has agreed to convey, for the consideration identified herein, a TLE for construction access, and sloping and grading for construction of the said bridge structure and multi-purpose trail within the TLE Area.

NOW, THEREFORE, the County hereby grants a Temporary Limited Easement for construction access, and grading and sloping purposes to the City subject to the following conditions:

This TLE is subject to the following conditions:

1. The purpose of this TLE is to allow the construction access, and to perform sloping and grading in association with a new bridge structure and multi-purpose trail that will be constructed over CTH PD / McKee Road to serve the Ice Age Junction multi-purpose trail that is located on the County's Property, path pursuant to Transportation Project Plat 5992-09-30.
2. The City's use of the TLE Area shall be for construction, sloping and grading purposes including, but not limited to, the right of ingress and egress, the right to operate necessary equipment thereon, and the right to preserve, protect, remove or plant thereon any vegetation that the City may deem desirable to prevent erosion of the soil.
3. Construction shall be performed and completed in a good and workmanlike manner and shall not interfere with or endanger the use of the abutting land owned by the County. City shall use clean equipment to perform the work and the restoration in order to minimize the introduction of invasive species
4. The City will promptly restore the TLE Area after completion of the construction and/or grading of the TLE Area (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to the County.
5. The County reserves the right to use and occupy the TLE area in a manner consistent with the rights conveyed herein, provided that such use and occupancy shall not interfere with or disturb the construction and/or grading of the TLE Area.
6. Liability. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
6. This TLE shall terminate upon completion of the construction described in Transportation Project Plat 5992-09-30.

Any person named in this Temporary Limited Easement may make an appeal from the amount of compensation within six (6) months after the date of recording of this Temporary Limited Easement as set forth in s. 32.05(2a) Wisconsin Statutes. For the purposes of any such appeal, the amount of compensation stated on this Temporary Limited Easement shall be treated as the award, and the date this Temporary Limited

