

**PERMANENT LIMITED EASEMENT FOR PUBLIC
SANITARY SEWER and WATER MAIN ACCESS
ROAD PURPOSES**

The **County of Dane** (the "County"), a Wisconsin quasi-municipal corporation and owner of the land located at 3201 Anderson Street, Madison, Wisconsin (the "Property"), and **Madison Area Technical College** ("MATC"), a Wisconsin technical college district and lessee of the Property, hereby grant and convey to the **City of Madison** (the "City"), a Wisconsin municipal corporation, a Permanent Limited Easement for Public Sanitary Sewer and Water Main Access Road Purposes (the "Easement") to use the land described and depicted in Exhibit A and Exhibit B (the "Easement Area") and the road to be constructed thereon by MATC (the "Access Road") to access City-owned sanitary sewer and water main facilities located in or adjacent to the Easement Area to carry out repair, maintenance, replacement and related operations associated with such facilities, as further described herein.

RETURN TO: City of Madison
 Economic Development Division
 P.O. Box 2983
 Madison, WI 53701-2983

RECITALS

- A. Pursuant to Document No. 1416749, recorded in the Office of the Dane County Register of Deeds on December 19, 1974, the City retains easements referenced therein as Water Main Easement 1 and Sanitary Sewer Easement 1 (the "Utility Easements"), both located on the Property as shown on Exhibit B attached hereto.
- B. MATC wishes to construct and maintain athletic fields and related infrastructure (the "Field Improvements"), including synthetic field turf, an underlying concrete slab, storm water management facilities, and existing geothermal equipment serving the MATC campus, which will encroach upon the Utility Easements.
- C. The County approves of MATC's construction and maintenance of the Field Improvements on the Property.
- D. The City requires reasonable access to the locations of Utility Easements to repair, maintain, replace, and conduct operations related to the exercise of the rights granted the City under the terms of the Utility Easements.
- E. Therefore, the County and MATC grant to the City the aforesaid Easement, and MATC agrees to construct and maintain thereon an Access Road as set forth below.

THE EASEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. Access Road Construction, Maintenance and Use.
 - a. MATC shall construct the Access Road, at no cost to the City or the County, such that it is able to support a fully loaded sanitary sewer maintenance vehicle of at least 80,000 pounds.
 - b. MATC shall adequately mark the Access Road as required by the City of Madison Engineer, at no cost to the City or the County.
 - c. MATC shall maintain the Access Road at all times, at no cost to the City or the County.
 - d. No buildings or structures of any kind shall be built over or on the Easement Area or Access Road without the prior written approval of the City.
 - e. After construction of the Access Road, there shall be no grade change to the Easement Area without the prior written approval of the City.
 - f. Use of the Access Road shall be limited to those times when the Access Road surface is considered to be passable without damage thereto, unless there is an emergency situation.
2. Compliance. The County, MATC, and the City shall comply with all applicable laws with respect to the Easement, including, but not limited to, any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety.
3. Indemnification. The County, MATC and the City shall be liable for the consequences of their own acts or omissions associated with the Easement, including those of their employees, boards, commissions, agencies, officers and representatives.
4. Landscaping. Plantings and landscaping in proximity to the Easement Area shall not obstruct the City's access to its facilities located on the Utility Easements. Plantings and landscaping obstructing such access may be removed by the City without replacement or compensation to the County or MATC.
5. Amendment. Unless otherwise provided herein, this Easement may not be amended, modified, terminated, or released without the written consent of all parties hereto.
6. Binding Effect. The Easement, rights, and obligations established herein shall run with the land and bind the parties hereto and their successors and assigns.
7. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
8. Severability. If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, 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.

9. Addendum. This Easement is subject to the attached Dane County Addendum A – Public Sanitary Sewer and Water Main Access Road Easement Conditions.
10. Public Record. This Easement shall be recorded by the City in the office of the Dane County Register of Deeds.

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, Dane County Clerk, 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: _____

MADISON AREA TECHNICAL COLLEGE

By: _____
(signature)

(print or type name)

(print or type title)

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2016, the above named _____(name), _____(title) of Madison Area Technological College, 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
My Commission: _____

Acceptance of this Permanent Limited Easement is authorized by Resolution Enactment No. RES-16-00408, File ID No. 42674, adopted June 7, 2016, by the Common Council of the City of Madison.

Drafted by the City of Madison Office of Real Estate Services

Real Estate Section Project No. 11013

DANE COUNTY ADDENDUM A

PUBLIC SANITARY SEWER and WATER MAIN ACCESS ROAD EASEMENT CONDITIONS

Dane County (the "County"), owner and operator of the Dane County Regional Airport (the "Airport"), conditions the grant and continued validity of the Permanent Limited Easement for Public Sanitary Sewer and Water Main Access Road Purposes (the "Easement") to which this Addendum A is attached on the following.

1. The County, for itself, and its successors and assigns, does hereby retain for the use and benefit of the public the airspace over the Easement Area described in the Easement and the right to cause such sound, noise, vibration, and dust as may be inherent in the operation of aircraft in said airspace and in the vicinity of the Airport.
2. The City of Madison, (the "City") shall not use or permit the placement of objects, the erection of structures or the growth of natural objects in the Easement Area that would constitute obstructions to air navigation under the standards set forth in Federal Aviation Regulations Part 77.
3. The City shall not use or permit the use of the Easement Area in a manner that interferes with air navigation or the use of communication equipment and facilities serving the Airport, or otherwise creates a hazard to aviation.
4. The City shall not use or permit the use of the Easement Area for the location of lights, signs, or other objects that may impede the ability of pilots to distinguish and identify Airport lights and navigational aids, or otherwise creates a hazard to aviation.
5. The City shall not use or permit use of the Easement Area in a manner that has the potential to attract wildlife that may be hazardous to aviation in the vicinity of the Airport.
6. The County retains a continuing right of entry onto the Easement Area to keep the Easement Area clear and free of any object which may be or cause a hazard to aviation, as determined at the County's sole discretion.
7. The City acknowledges, and accepts that the Easement Area is located in a noise impacted area; that present and future Airport related noise might interfere with the unrestricted use and enjoyment of the Easement Area; that Airport related noise 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 from Airport related activities.
8. The City's use of the Easement Area is subject to compliance with the notice and review requirements contained in 14 Code of Federal Regulations § 77.9.
9. The City for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, 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 origin shall be excluded or otherwise subjected to discrimination, (3) that the City shall use the Easement Area in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964.

10. Exercise by the City of any of the rights granted under the Easement shall be deemed to be consent by the City to be bound by the conditions and covenants set forth herein.

EXHIBIT A

LEGAL DESCRIPTION

Permanent Limited Easement For Sanitary Sewer Access Purposes

A Part of the Northwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 08 North, Range 10 East. City of Madison, Dane County, Wisconsin more particularly described as follows:

Commencing at the North Quarter Corner of said Section 32; thence North 88 degrees 39 minutes 00 seconds West along the North line of the Northwest Quarter of said Section a distance of 502.20 feet; thence South 01 degrees 21 minutes 00 seconds West, 412.76 feet to the Point of Beginning; thence South 88 degrees 10 minutes 57 seconds East, 372.56 feet; thence South 65 degrees 35 minutes 44 seconds East, 36.51 feet; thence South 88 degrees 06 minutes 57 seconds East, 501.98 feet, thence North 01 degree 31 minutes 58 seconds East, 64.70 feet to the South right-of-way line of Anderson Street; thence South 87 degrees 54 minutes 10 seconds East along said South right-of-way line, 36.00 feet; thence South 01 degree 31 minutes 58 seconds West, 88.71 feet; thence North 88 degrees 05 minutes 44 seconds West, 511.66 feet; thence North 65 degrees 35 minutes 44 seconds West, 67.75 feet; thence North 88 degrees 10 minutes 57 seconds West, 370.18 feet to a point of curve; thence Southwesterly 79.08 feet along an arc of a curve to the left, having a radius of 62.89 feet, the chord bears South 55 degrees 54 minutes 33 seconds West, 73.97 feet to a point of compound curve; thence Southwesterly 97.45 feet along an arc of a curve to the left, having a radius of 684.77 feet, the chord bears South 15 degrees 43 minutes 46 seconds West, 97.37 feet; thence South 10 degrees 28 minutes 42 seconds West, 27.86 feet to a point of curve; thence Southwesterly 6.09 feet along an arc of a curve to the left, having a radius of 45.22 feet, the chord bears South 04 degrees 23 minutes 31 seconds West, 6.08 feet; thence South 00 degrees 00 minutes 00 seconds East, 171.85 feet to a point of curve; thence Southeasterly 36.69 feet along an arc of a curve to the left, having a radius of 25.10 feet, the chord bears South 42 degrees 05 minutes 49 seconds East, 33.51 feet; thence South 89 degrees 51 minutes 47 seconds East, 113.95 feet to a point of curve; thence Northeasterly 38.53 feet along an arc of a curve to the left, having a radius of 25.00 feet, the chord bears North 45 degrees 59 minutes 14 seconds East, 34.83 feet; thence North 01 degrees 50 minutes 15 seconds East, 31.68 feet; thence South 88 degrees 25 minutes 58 seconds East, 12.00 feet; thence South 01 degrees 50 minutes 15 seconds West, 116.76 feet; thence North 88 degrees 25 minutes 58 seconds West, 12.00 feet; thence North 01 degrees 50 minutes 15 seconds East, 23.05 feet to a point of curve; thence Northwesterly 40.01 feet along an arc of a curve to the left, having a radius of 25.00 feet, the chord bears North 44 degrees 00 minutes 46 seconds West, 35.88 feet; thence North 89 Degrees 51 minutes 47 seconds West, 112.67 feet to a point of curve; thence Northwesterly 54.93 feet along an arc of a curve to the right, having a radius of 37.10 feet, the chord bears North 42 degrees 36 minutes 01 seconds West, 50.05 feet; thence North 00 degrees 00 minutes 00 seconds East, 171.92 feet to a point of curve; thence Northeasterly 8.01 feet along an arc of a

curve to the right, having a radius of 57.22 feet, the chord bears North 04 degrees 29 minutes 10 seconds East, 8.00 feet; thence North 10 degrees 28 minutes 42 seconds East, 28.20 feet to a point of curve; thence Northeasterly 99.29 feet along an arc of a curve to the right, having a radius of 696.77 feet, the chord bears North 15 degrees 43 minutes 29 seconds East, 99.21 feet to a point of compound curve; thence Northeasterly 94.17 feet along an arc of a curve to the right, having a radius of 74.89 feet, the chord bears North 55 degrees 54 minutes 04 seconds East, 88.08 feet to the Point of Beginning.

Said access easement contains 28,616 square feet or 0.657 acres.