

## SANITARY SEWER EASEMENT

### **MMSD Nine Springs Valley Interceptor Morse Pond Extension**

IN CONSIDERATION OF the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the County of Dane ("Grantor"), hereby grants to the Madison Metropolitan Sewerage District ("Grantee") the right to construct, operate, repair, replace and maintain underground sanitary sewer facilities for the transmission of residential, industrial, and other wastewater in and across the property of the undersigned, located in part of the NE ¼ of the SE ¼, Section 3, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin subject to the conditions identified herein.

Return to: Madison Metropolitan Sewerage District  
1610 Moorland Road  
Madison, Wisconsin 53713

Tax Parcel Number:  
0608-034-8000-6

### Permanent Easement

A 30 foot wide permanent sanitary sewer easement located in Lot 1 of Certified Survey No. 5016 being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 North, Range 8 East in the Town of Verona whose centerline is described as follows and as depicted on the attached sanitary easement drawing, file no. 00373030:

Commencing at the East Quarter corner of said Section 3; thence North 89°00'11" West along the East-West Quarter line, a distance of 67.97 feet to the northeast corner of said Lot 1 of Certified Survey No. 5016 also being on the northerly right-of-way of Raymond Road; thence southwesterly 141.99 feet along the southeasterly line of said Lot 1 also being the said northerly right-of-way of Raymond Road being a curve to the right having a radius of 5737.00 feet, the chord of said curve bears South 60°50'21" West a distance of 141.99 feet; thence continuing along the said northerly right-of-way of Raymond Road South 61°30'52" West, a distance of 559.79 feet; thence continuing southwesterly 204.85 feet along the said northerly right-of-way of Raymond Road being a curve to the left having a radius of 5373.45 feet, the chord of said curve bears South 60°22'10" West a distance of 204.83 feet; thence continuing southwesterly 123.78 feet along the said northerly right-of-way of Raymond Road being a curve to the left having a radius of 1040.87 feet, the chord of said curve bears South 55°56'43" West a distance of 123.71 feet to the **Point of Beginning**; thence North 00°03'48" East, a distance of 192.65 feet to a point on the southerly line of the permanent sanitary sewer easement per Document No. 3125396 being the **termination** of the said centerline.

Permanent easement shall be 15 feet on either side of said centerline and extend southerly to the northerly right-of-way of Raymond Road and northerly to the southerly line of the permanent sanitary sewer easement per Document No. 3125396.

## **Temporary Construction Easement**

A temporary construction easement shall be located 40 feet westerly of and 60 feet easterly of the aforementioned centerline described and shall terminate upon completion of construction. The temporary construction easement shall extend southerly to the northerly right-of-way of Raymond Road and northerly to the southerly line of the permanent sanitary sewer easement per Document No. 3125396.

The Permanent Easement and the Temporary Construction Easement shall collectively be referred to as “the Easement Area.”

## **Permanent Easement Terms and Conditions**

1. Grantor hereby grants, declares, provides and establishes an easement over, across and through the Easement Area as described herein. The easement established hereunder shall be for the purpose of constructing and maintaining underground sewer facilities. The easement rights granted to Grantee hereunder shall be non-exclusive, and Grantor reserves the right for itself and its tenants, contractors, invitees, licensees, guests, and permittees of itself, to use the Easement Area for any purpose or purposes which shall not impair Grantee’s rights hereunder. The easement established, and the use of the Easement Area by the parties, shall be subject to all of the terms, conditions and limitations hereinafter set forth. Grantor shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with Grantee’s rights.
2. Grantee and its employees and contractors shall have the right to enter upon the permanent easement areas for purposes of planning, design, construction, operation, maintenance, repair, replacement or alteration of the sanitary sewer.
3. Following the completion of any such work, Grantee, at its sole expense, shall restore the surface of the land to its original habitat conditions as they existed prior to the commencement of the work. Restoration to the original habitat conditions must be completed within 12 months of the ground disturbance. No negative impacts affecting the recreational use of the easement area shall be permitted upon completion of any work. Grantor’s and Grantee’s management of the Easement Area will be consistent with the Grantor’s master/land use plan. “Grantee will only use clean equipment to perform the work and the restoration in order to minimize the introduction of invasive species. Grantee will work directly with Grantor’s project manager to ensure an acceptable type and quality of materials, seed and vegetation are used for site restoration.”
4. The Grantee confirms that this easement shall be for the purpose of constructing and maintaining underground sewer facilities, and that there are no buildings nor permanent above-ground structures or appurtenances necessary. Likewise, the Grantor agrees that, no buildings or permanent above-ground structures or appurtenances are to be built over the sewer or placed within the permanent easement areas EXCEPT by mutual consent of the parties and being necessary for the Grantor’s public outdoor recreational purposes. If such unauthorized structures are built and sewer operation, repair, replacement or maintenance requires the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from Grantee for repair or replacement of such structures. Landscape plantings, sidewalks, roads, parking lots, or temporary storage buildings that could be removed or torn down in case of any emergency are not considered permanent structures.
5. Following installation of the sanitary sewer, no permanent grade changes (additional overburden or excavation cuts) shall be made within the permanent easement areas without first obtaining approval of Grantee.

6. Grantee is responsible for identifying the location of any existing utility lines located within the Easement Area and for any and all damages, costs or liabilities that result from any damages to these lines caused by Grantee.
7. Grantee shall maintain the Easement Area in a decent, sanitary and safe condition. Grantee shall make every effort possible to accommodate public park users and protect them from any hazards during any construction process. Work sites shall be adequately marked, barricaded and lighted.
8. Grantee assumes and agrees to defend, indemnify and save harmless Grantor, its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
  - a. Out of the construction, installation, maintenance, operation, repair, replacement and removal of the sanitary sewer;
  - b. Out of any defect in the sanitary sewer or failure thereof; and
  - c. Out of any act or omission of the Grantor, its agents or employees except to the extent caused by the negligence of Grantee.
9. Title to the Easement Area shall automatically revert to and revest in Grantor without reentry upon the abandonment of the use of the same for sanitary sewer line purposes or upon non-use of the same for a period of two years.
10. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever. Grantor and Grantee, by written agreement, shall have the right to temporarily close all or any portion of the Easement Area to such extent as may, in the opinion of their counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein.
11. Nothing contained in this instrument shall be construed to make Grantor and Grantee, or their successors and assigns, partners or joint venturers of each other or to render either party liable for the debts or obligations of the other party, except as expressly provided herein.
12. In the event that either party shall default in the performance of any obligation hereunder, the non-defaulting party may cause such default to be cured at the expense of the defaulting party, after giving reasonable written notice of such default, which sum the defaulting party shall pay within thirty (30) days after demand. In addition to the right to collect any and all such sums, the non-defaulting party may seek to enjoin such default in a court of competent jurisdiction. Any party required to resort to litigation to successfully enforce its rights hereunder shall recover the cost and expenses of such litigation, including reasonable attorney's fees, from the other party.

### **Temporary Construction Easement Terms and Conditions**

1. All terms and conditions set forth in Paragraphs 1-12 above, shall apply to the temporary construction easement.
2. The temporary construction easement shall terminate one year after ground disturbance or two years from the date of execution of this easement, whichever is earlier.
3. During the construction process, all disturbed surfaces (parking lots, sidewalks, fences, topsoil, turf, plantings, etc.) within the temporary construction easement areas will be restored to its

original habitat conditions, at the District's sole expense, to a condition equal to, or better, than existed prior to construction.

This agreement is binding upon heirs, successors, and assign of the parties hereto.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Dane County**

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
Scott McDonell  
(type or print name)

Title Dane County Clerk

ACKNOWLEDGEMENT (by a Notary Public)

State of Wisconsin     )  
                                  )ss.  
County of Dane         )

Signed or attested before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

\_\_\_\_\_  
(name(s) of person(s))

the above named, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
Type or print name

My Commission expires: \_\_\_\_\_

This document was drafted by Mary M. Kasparek, Assistant Corporation Counsel, County of Dane