

**DECLARATION OF EASEMENT AND CONDITIONS
FOR MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES**

RECITALS:

- A. Dane County, Wisconsin ("Owner") is the owner of the land at 2999-3201 Anderson Street, Madison, Wisconsin, more particularly described on Exhibit A attached hereto.
- B. Madison Area Technical College ("MATC"), leases the Property from Owner pursuant to a long-term lease that includes an option to purchase the Property.
- C. MATC desires to construct buildings, parking facilities, athletic fields and stormwater management facilities (the "Facilities") on the Property in accordance with certain plans and specifications approved by the City of Madison, Wisconsin ("City").
- D. As a condition of its approval of the foregoing plans and specifications, City requires Owner to record this Declaration of Easement and Conditions for Maintenance of Stormwater Management Facilities (the "Declaration") regarding maintenance of the facilities.
- E. As a condition of its consent to the construction of improvements on the Property as described in the foregoing plans and specifications, and its execution of this Declaration, Owner requires MATC to assume and undertake Owner's obligations with respect to maintenance of the Facilities, as set forth below.

This space is reserved for recording data

Return to:

City Engineering Division
Rm. 115, City-County Building
Madison, Wisconsin

Tax Parcel No.: 251-0810-322-0099-1
251-0810-321-0604-0

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

- 1. Maintenance. Owner and its successors and assigns shall be responsible for inspecting, and repairing and maintaining the Facilities in good condition and working order, in compliance with the approved plans in file with the City Engineer, and the Inspection, Repair and Maintenance Requirements attached hereto as Exhibit B. All inspection, repair, and maintenance work required hereunder shall be in accordance with all applicable federal, state, and local laws and regulations, and shall be performed at the sole cost and expense of Owners and its successors or assigns.
- 2. Easement to City. In the event Owner or its successors and assigns fail to comply with the provisions of Section 1 above, City shall give Owner and its successors and assigns written notice thereof containing a description of such noncompliance. In the event Owner or its successors and assigns do not cure the aforesaid noncompliance within 30 days of receipt of the notice thereof, City is hereby granted an easement to enter upon the Property in order to perform the inspection, repair or maintenance described in said notice. All costs and expenses incurred by the City for work performed hereunder may be charged to the Property by placing the amount on the tax roll for the Property as a special charge in accordance with Section 66.0627, Wis. Stats. and Section 4.09 of the Madison General Ordinances. Work performed by City under this Declaration shall not unreasonably interfere with the use of the Property by Owner or its successors and assigns.
- 3. Owner Assigns Obligations to MATC. Owner hereby assigns to MATC its obligations regarding the inspection, repair, and maintenance of the Facilities, as set forth in Section 1 above, and MATC hereby accepts such assignment and agrees to perform the assigned obligation at its sole cost and expense.
- 4. Term. The term of this Declaration shall commence on the date that it is recorded in the Register of Deeds Office for Dane County, Wisconsin, and shall continue in perpetuity or until terminated by recording in said Register of Deeds Office a written instrument of termination signed by all parties bound hereby on the date said instrument is recorded.
- 5. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed received upon personal service or upon delivery to the addressee after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner: Dane County
c/o Director, Dane County Regional Airport
4000 International Lane
Madison, WI 53704

If to Owner: Madison Area Technical College
1701 Wright Street
Madison, WI 53704

If to City: City Engineering Division
Room 115, City County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703-3342
Attention: City Engineer

An entity named above may change its address for the receipt of notice by providing written notice thereof to the other named entities.

- (b) Governing Law. This Declaration shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments to be in Writing. This Declaration may be modified only by written agreement signed by all parties bound hereby at the time of the modification.
- (d) Covenants Running with the Land. The easements, rights, and responsibilities granted and set forth in this Declaration shall run with the land, and shall be binding upon, inure to the benefit of, and be enforceable by City and parties hereto, and their successors and assigns.
- (e) Partial Invalidity. In the event any term or condition of this Declaration shall be deemed to be invalid or unenforceable in full or part, such term or condition, and all other terms and conditions herein, shall remain in full force and effect to the extent they are valid and enforceable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF Dane County, Wisconsin and Madison Area Technical College, each by its respective authorized representative, have executed this Declaration of Easement for Maintenance of Stormwater Management Facilities on the dates set forth below.

FOR DANE COUNTY:

Scott McDonell
Dane County Clerk

State of Wisconsin)
)ss
County of Dane)

Personally came before me on this ____ day of _____, 2016, the above named Scott McDonell, Dane County Clerk, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print or Type Name
My Commission Expires: _____

FOR MADISON AREA TECHNICAL COLLEGE:

Michael Stark
Director of Facility Services

State of Wisconsin)
)ss
County of Dane)

Personally came before me on this ____ day of _____, 2016, the above named Michael Stark, Director of Facility Services, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print or Type Name
My Commission Expires: _____

Drafted by: JSD Professional Services, Inc.
 161 Horizon Drive, Suite 101
 Verona, WI 53593

EXHIBIT A
Legal Description

East Parcel:

Parcel Number: 251/0810-321-0604-0

AN UNPLATTED PARCEL BEING PART OF THE NORTHEAST ONE-QUARTER OF SECTION 32, T8N R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER CORNER OF SAID SECTION 32;
THENCE N 00 DEGREES 10 MINUTES 36 SECONDS E A DISTANCE OF 2261 FEET;
THENCE S 88 DEGREES 41 MINUTES 46 SECONDS E A DISTANCE OF 1255.36 FEET;
THENCE S 01 DEGREES 27 MINUTES 35 SECONDS W A DISTANCE OF 1050 FEET;
THENCE N 88 DEGREES 32 MINUTES 23 SECONDS W A DISTANCE OF 830 FEET;
THENCE S 01 DEGREES 27 MINUTES 37 SECONDS W A DISTANCE OF 60 FEET;
THENCE S 88 DEGREES 32 MINUTES 23 SECONDS E A DISTANCE OF 395.79 FEET;
THENCE S 01 DEGREES 27 MINUTES 37 SECONDS W A DISTANCE OF 350 FEET;
THENCE N 88 DEGREES 32 MINUTES 23 SECONDS W A DISTANCE OF 400 FEET;
THENCE S 01 DEGREES 27 MINUTES 33 SECONDS W A DISTANCE OF 799.55 FEET;
THENCE N 89 DEGREES 12 MINUTES 23 SECONDS W A DISTANCE OF 370.55 FEET TO THE POINT OF BEGINNING.

West Parcel:

Parcel Number: 251/0810-322-0099-1

AN UNPLATTED PARCEL BEING PART OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 32, T8N R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER;
THENCE N 01 DEGREES 27 MINUTES 33 SECONDS E A DISTANCE OF 90 FEET;
THENCE N 88 DEGREES 29 MINUTES 52 SECONDS W A DISTANCE OF 40 FEET TO POINT OF BEGINNING;
THENCE N 01 DEGREES 27 MINUTES 33 SECONDS E A DISTANCE OF 2247 FEET;
THENCE N 88 DEGREES 34 MINUTES 23 SECONDS W A DISTANCE OF 216 FEET TO PT OF CUR;
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS LENGTH OF 780 FEET AND A CHORD THAT BEARS N 77 DEGREES 06 MINUTES 41 SECONDS W AND A DISTANCE OF 309.99 FEET;
THENCE N 65 DEGREES 39 MINUTES W A DISTANCE OF 292 FEET;
THENCE S 01 DEGREES 32 MINUTES 27 SECONDS W A DISTANCE OF 2420 FEET;
THENCE S 88 DEGREES 29 MINUTES 52 SECONDS E A DISTANCE OF 790 FEET TO POINT OF BEGINNING.

EXCEPTING ALL LANDS IN THE EAST PARCEL AND THE WEST PARCEL (AS DESCRIBED) THAT ARE LOCATED SOUTH OF THE STARKWEATHER CREEK.

SOURCE: LEGAL DESCRIPTIONS TAKEN FROM THE DANE COUNTY – ACCESS DANE GEOGRAPHIC & LAND INFORMATION SYSTEM.

EXHIBIT B

PN # 251-0810-322-0099-1
2999 Anderson Street, City of Madison, Dane County, Wisconsin.

PN # 251-0810-321-0604-0
3201 Anderson Street, City of Madison, Dane County, Wisconsin

Maintenance Provisions:

Detention Pond

- The Owners shall visually inspect the detention basin, outfalls and outlet structure annually.
- The detention basin shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to any outfall and the outlet structure.
- No structures of any kind are permitted within the detention basin area, without prior written approval of the City Engineer.
- A topographic survey of the detention basin shall be taken once every three (3) years. The survey shall be of sufficient detail so as to insure maintenance of basin and outlet structure design and integrity of outfall structures. Survey data shall be sealed by a registered land surveyor and submitted to City Engineer for review.
- Siltation in the basin, as identified by the topographic survey, shall be dredged and disposed offsite in accordance with NR 347. Dredging shall be as required by the City Engineer.
- The Owners shall maintain records of inspections, mowings, and survey data, all in accordance with Chapter 37 of the Madison General Ordinances.

Storm Sewer System

The owner shall maintain all components of the storm sewer system located onsite. Installation and maintenance shall be in accordance with the manufacturer's guidelines. At a minimum the storm sewer system shall be inspected annually and cleaned as needed to maintain design capacity. Any alterations to approved sediment basin shall be approved by City Engineer. Owner shall maintain records of inspections, cleaning and replacement of the storm sewer system all in accordance with Chapter 37 of the Madison General Ordinances.

NO.	REVISION

Irwin A. & Robert D. Goodman Sports Complex at Madison College
 3003 Anderson Street, Madison, WI 53704

RDg
 PLANNERS | DESIGNERS

ARCHITECT
 LINDSAY ARCHITECTS

M.E.I.
 MECHANICAL/ELECTRICAL/PLUMBING

BID DOCUMENTS



NO.	REVISION

NO.	REVISION

NO.	REVISION

NO.	REVISION

SITE EROSION CONTROL PLAN

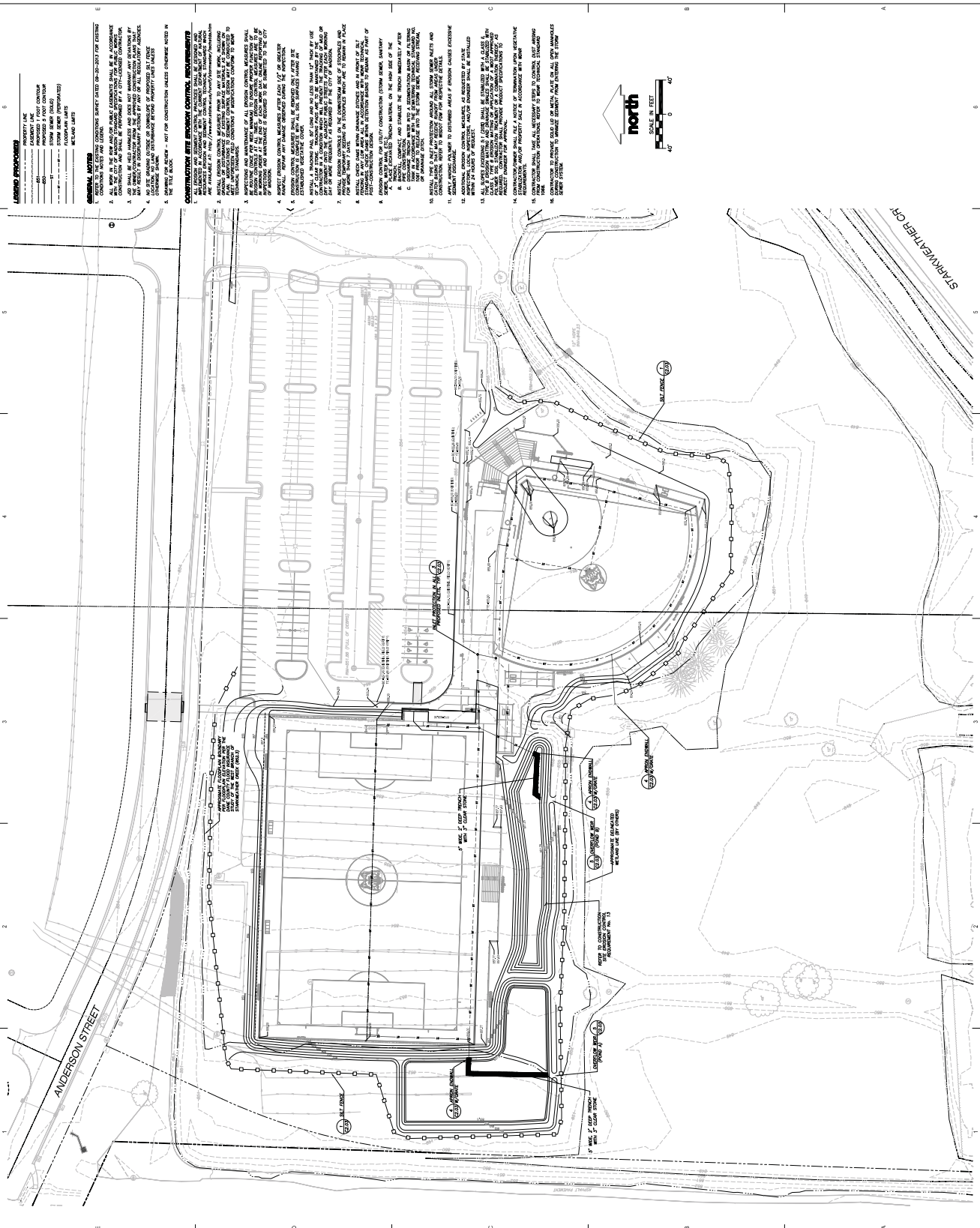
DATE	DESCRIPTION

Irvin A. & Robert D. Goodman
 1200 Washington Street
 Madison, WI 53704
 Phone: (608) 263-7777
 Fax: (608) 263-7778
 Website: www.ira-goodman.com

ARCHITECT: LAURIE J. RYAN ARCHITECT
 STRUCTURAL: M&E CONSULTANTS
 MECHANICAL/ELECTRICAL/PLUMBING: M&E CONSULTANTS
 CIVIL: M&E CONSULTANTS
 LANDSCAPE ARCHITECT: LAURIE J. RYAN ARCHITECT
 PLANNING: R.D.G. CONSULTANTS



BID DOCUMENTS



- LEGEND SYMBOLS**
- EXISTING SITE
 - CONSTRUCTION AREA
 - EROSION CONTROL LINE
 - SILT FENCE
 - SEDIMENT BASIN
 - EROSION CONTROL BLANKET
 - SLOPE PROTECTION
 - VEGETATION
 - TREE
 - FLOODWAY LIMITS
 - MEASUREMENT POINTS
- GENERAL NOTES**
1. CONSULT THE CITY AND COUNTY ENGINEERING DEPARTMENT FOR EXISTING AND PROPOSED EROSION CONTROL MEASURES.
 2. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
 3. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING EROSION CONTROL MEASURES AND SHALL NOT REMOVE OR DAMAGE ANY EXISTING MEASURES.
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- CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS**
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