PUBLIC SANITARY SEWER ACCESS EASEMENT AGREEMENT

This Public Sanitary Sewer Access Easement Agreement ("Agreement") is made and entered into this _____ day of _____, 2018, by and between **Dane County**, a Wisconsin quasi-municipal corporation (the "Owner"), and the **City of Madison**, a Wisconsin municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Owner is the owner in fee simple of three contiguous properties (collectively, the "Owner's Property"), legally described as follows:

1702 Pankratz Street
Lot 46, Second Addition to Truax Air Park West, recorded in the Office of the Dane County Register of Deeds as Document No. 3101354 in Volume 57-120A of Plats on pages 473-476, located in the City of Madison, Dane County, Wisconsin.

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

Tax Parcel Nos.: 251-0810-311-0304-7 (Part of)
251-0810-311-0305-5 (Part of)
251-0810-311-0313-8 (Part of)

1650 Pankratz Street
Lot 3 of Certified Survey Map No. 13328, recorded in the Office of the Dane County Register of Deeds as Document No. 4893393 in Volume 86 of Certified Survey Maps on pages 141-147, located in the City of Madison, Dane County, Wisconsin.

1802 Pankratz Street
Lot 47, Second Addition to Truax Air Park West, recorded in the Office of the Dane County Register of Deeds as Document No. 3101354 in Volume 57-120A of Plats on pages 473-476, located in the City of Madison, Dane County, Wisconsin; and

WHEREAS, the City has public sewer facilities (the "Facilities") in, on and through portions of the Owner's Property, as set forth by a Perpetual Easement for Public Storm Sewer and Sanitary Sewer Purposes recorded with the Dane County Register of Deeds as Document No. **3268680**, as well as the Second Addition to Truax Air Park West, recorded as Document No. **3101354** (the "City's Sewer Easements"); and

WHEREAS, the City requires access to the Facilities located within the City's Sewer Easements for the purpose of maintenance and repairs, particularly the manholes to access and maintain the sanitary sewer facilities within the City's Sewer Easements; and

WHEREAS, maintenance and repairs to the Facilities benefit the Owner's Property and the Owner agrees to grant two Public Sanitary Sewer Access Easements to the City, at no cost to the City; and

WHEREAS, one of the public sanitary sewer access easements is defined as Sanitary Sewer Access Easement "A", legally defined on attached Exhibit A and depicted on attached Exhibit B. The second public sanitary sewer access easement is defined as Sanitary Sewer Access Easement "B", legally defined on attached Exhibit B and depicted on attached Exhibit D (together, the "Access Easement Areas").

NOW, THEREFORE, the Owner hereby grants to and for the benefit of the City two Public Sanitary Sewer Access Easements, by virtue of this Agreement, pursuant to and in accordance with the following terms and conditions:

1. Grant of Easements. The Owner hereby grants and conveys to the City, and the City hereby accepts from the Owner, two Public Sanitary Sewer Access Easements upon, over, and across portions of the Owner's Property, as legally described on attached Exhibits A and B, and depicted on attached Exhibits B and D.

2. Use of Access Easement Areas.

   a. The City, its employees and agents, shall have the right to use the Access Easement Areas for purpose of ingress and egress of motor vehicles, construction equipment and pedestrians in conjunction with the maintenance, repair, inspection and reconstruction of the Facilities located within the City's Sewer Easements.

   b. In addition to the right of ingress and egress as stated in Paragraph 2.a., the City shall have the right to use the Access Easement Areas for the short-term parking of sewer operations vehicles during the performance of repairs to or maintenance of the Facilities.

   c. The City agrees for itself and its employees and agents to use the Access Easement Areas in a manner fully complying with all laws and other legal requirements.

3. Limitations of Easements.

   a. The Access Easement Areas shall be used by the City as provided herein, in common with the Owner and the Owner's agents, employees, tenants, licensees, invitees, successors and assigns (collectively, the "Owner's Parties" or individually an "Owner's Party").

   b. The Owner's Parties shall not erect or permit to be erected any sign, fence, wall, pole, post, structure, or other facility so as to prevent the City's use of the Access Easement Areas.

   c. The City's use of the Access Easement Areas shall not unreasonably interfere with the use of the Owner's Property by the Owner's Parties, including, but not limited to, the driving of vehicles.

   d. The City shall not use the Access Easement Areas for open storage or permanent parking of vehicles or equipment of any kind. The short-term parking of sewer operations vehicles shall be permitted as provided in Paragraph 2.b.

   e. The City shall use the Access Easement Areas only as a route of travel from Pankratz Street to and from the Facilities on the Owner's Property. The City shall not permit the Access

Easement Areas to become, or to be construed to be, a route of access by the general public to reach public lands.

f. While exercising rights granted under this Agreement, the City shall not permit the use or placement within the Access Easement Areas of any equipment or other objects extending 25 feet above existing ground level.

4. Maintenance of Access Easement Areas. The Owner shall maintain the pavement and turf located in the Access Easement Areas at all times, including repairing and plowing of paved areas. The temporary closure of the Access Easement Areas for repairs and/or snow plowing activities shall be permitted. The City shall promptly repair, at its expense, any damage caused to the Access Easement Areas as a result of the use of the Access Easement Areas by or on behalf of the City as provided herein, to the condition existing immediately preceding the time at which the damage shall have occurred. The storage of snow from areas other than from those areas within the Access Easement Areas shall be prohibited.

5. Notices. All notices to be given under the terms of this Agreement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the addresses of the parties specified below:

For the Owner:

Dane County Clerk's Office
Attention: Dane County Clerk
City-County Building
210 Martin Luther King, Jr. Boulevard
Room 106A
Madison, WI 53703

Airport Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

For the City:

City of Madison Engineering Division
Attention: City Engineer
City-County Building
210 Martin Luther King, Jr. Boulevard
Room 115
Madison, WI 53703

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

6. Amendment. This Agreement may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.

7. 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 Owner, its respective successors and assigns.

8. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

9. Severability. If any term or provision of this Agreement 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 Agreement and the same shall continue to be effective to the fullest extent permitted by law.

10. Public Record. This Agreement will be recorded at the office of the Dane County Register of Deeds.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

DANE COUNTY,
A quasi-municipal corporation

By: _____
Scott McDonell, County Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named Scott McDonell, Clerk of Dane County, known to me to be the person who executed the above and foregoing instrument and acknowledged the same, by his authority.

_____
Notary Public, State of Wisconsin

_____
(print or type name of notary)
My Commission expires:_____

Consent of Lessee:

Pankratz Building Land, LLC, as lessee under a long term lease by and between said Pankratz Building Land, LLC and the Owner, Dane County, relating to the Owner's Property, hereby acknowledges its consent to the terms and conditions of this Public Sanitary Sewer Access Easement Agreement.

PANKRATZ BUILDING LAND, LLC
By: PYRAMID PROPERTY MANAGEMENT, LLC, Manager

By:_____
Robert J. Lehmann, President

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named Robert J. Lehmann, President of Pyramid Property Management, LLC, manager of Pankratz Building Land, LLC, acting in said capacity and known by me to be the person who executed the above and foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
(print or type name of notary)
My Commission expires: _____

Consent of Lessee:

Corben Lakeland, LLC, as lessee under a long term lease by and between said Corben Lakeland, LLC and the Owner, Dane County, relating to the Owner's Property, hereby acknowledges its consent to the terms and conditions of this Public Sanitary Sewer Access Easement Agreement.

CORBEN LAKELAND, LLC
By: R&L AIRPORT ASSOCIATES, LLC, Manager

By: _____
Martin F. Rifken, President

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above-named Martin F. Rifken, President of R&L Airport Associates, LLC, manager of Corben Lakeland, LLC, 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 expires:_____

Consent of Lessee:

PERTCO LLC, as lessee under a long term lease by and between said PERTCO LLC and the Owner, Dane County, relating to the Owner's Property, hereby acknowledges its consent to the terms and conditions of this Public Sanitary Sewer Access Easement Agreement.

PERTCO LLC

By: _____
Guy Mueller, Member

By: _____
Marsha Mueller, Member

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above-named Guy Mueller, member of PERTCO LLC, 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 expires: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above-named Marsha Mueller, member of PERTCO LLC, 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 expires: _____

CITY OF MADISON

By: _____
Paul R. Soglin, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above-named Paul R. Soglin, Mayor of the City of Madison, 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 expires: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____ 2018, the above-named Maribeth Witzel-Behl, City Clerk of the City of Madison, 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 expires: _____

Execution of this Easement Agreement by the City of Madison is authorized by Resolution Enactment No. RES-18-_____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 2018.

Drafted by the City of Madison Office of Real Estate Services. Real Estate Project No. 11678