

**PERMANENT LIMITED EASEMENT
FOR STORM WATER DRAINAGE PURPOSES**

Dane County, a Wisconsin municipal corporation ("Grantor"), being the owner of the property hereinafter described, in consideration of the sum of one Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does grant, set over and convey unto the **City of Madison**, a Wisconsin municipal corporation ("City"), a Permanent Limited Easement for storm water drainage purposes ("PLE") upon, over and across a parcel of land legally described on Exhibit A and depicted on Exhibit B ("PLE Area"), which exhibits are attached and made a part of this PLE; including, but not limited to, the right of ingress and egress; the right to operate, maintain, repair, replace and modify the storm water drainage way; and the right to perform all work incidental thereto.

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

Tax Parcel No: 251-0708-233-0809-8

The PLE is subject to the following conditions:

- 1) Construction. The work of initial construction of the storm water drainage way will be performed by the City, at its sole cost, in accordance with the terms of Engineering Project No. 10985. 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 Grantor. The City will, at its sole cost, promptly restore the PLE Area after completion of the storm water drainage way (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to the Grantor and the City.
- 2) Reservation of Use by Grantor. The Grantor reserves the right to use and occupy the PLE Area in a manner consistent with the rights herein conveyed, provided that such use and occupancy shall not interfere with or disturb the City's operation, maintenance, repair, replacement and/or modification of the drainage way.
- 3) Landscaping by Grantor. Plantings and landscaping within the PLE Area shall not impede the anticipated flow of the storm drainage nor obstruct routine maintenance by the City. In the event of maintenance or re-grading, plantings and landscaping may be removed by the City without replacement or compensation to the Grantor. The Grantor shall not change the grade of the PLE Area without the prior written approval of the City of Madison Engineering Division.
- 4) Site Improvements. No buildings, driveways, retaining walls, or structure of any kind shall be built within the PLE Area without the written permission of the City of Madison Engineering Division. The maintenance and repair of any retaining walls, building foundations or other improvements owned by the Grantor or Grantor's lessee adjacent to or near to the PLE Area shall be the responsibility of the Grantor or Grantor's lessee, as applicable, unless any of such improvements are damaged by the City, its agents or contractors, in which even the City shall be responsible for

repairing such damage at its sole cost.

- 5) Compliance. The Grantor and the City shall comply with all applicable laws with respect to this PLE, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
- 6) Indemnification. The City shall indemnify the Grantor and Grantor's lessee against any costs, damages, expenses, liabilities and losses arising out of or resulting from any work undertaken by the City, its agents or contractors, in connection with the PLE.
- 7) Amendment. This PLE may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.
- 8) Binding Effect. The rights and PLE 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 Grantor, its successors and assigns.
- 9) Applicable Law. This PLE shall be construed in accordance with the laws of the State of Wisconsin.
- 10) Severability. If any term or provision of this PLE 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 PLE and the same shall continue to be effective to the fullest extent permitted by law.
- 11) Public Record. This PLE will be recorded at the office of the Dane County Register of Deeds.

TOGETHER WITH a Temporary Limited Easement ("TLE") over the property legally described on attached Exhibit A and depicted on attached Exhibit B ("TLE Area"), subject to the following conditions:

- 1) The purpose of this TLE is to allow the City to perform, at its sole cost, clearing of vegetation, sloping, grading, and sediment dredging, as well as to plant trees and maintain landscaping (maintenance includes performing tree removals, stump management, minor sloping and grading and the planting and maintenance of native landscaping), on lands located adjacent to the storm water drainage way in association with the re-grading of the storm water drainage way along the subject property, pursuant to City of Madison Engineering Project No. 10985.
- 2) The City's use of the TLE Area shall be for construction, sloping, grading, dredging, and landscaping maintenance 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 Grantor.

- 4) The City will, at its sole cost, 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 that is reasonably satisfactory to the Grantor and the City.
- 5) The Grantor 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 in the TLE Area.
- 6) The City shall indemnify the Grantor and Grantor's lessee against any costs, damages, expenses, liabilities and losses arising out of or resulting from any work undertaken by the City, its agents or contractors, in connection with the TLE.
- 7) This TLE shall terminate after three (3) full growing seasons after the completion of the construction described in City of Madison Engineering Project No. 10985; or December 31, 2022, whichever occurs first.

Dated this ____ day of _____, 2019

DANE COUNTY,
a Wisconsin municipal corporation

By: _____
Scott McDonell, Dane County Clerk

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this ____ day of _____, 2019, 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)
Commission Expires: _____

Consent of Lessee:

TREE LANE APARTMENTS, LLC, as lessee under a long term lease by and between said Tree Lane Apartments, LLC and the Owner, Dane County, relating to the Property, hereby acknowledges its consent to the terms and conditions of this Permanent Limited Easement for Storm Water Drainage Purposes.

TREE LANE APARTMENTS, LLC,
a Wisconsin limited liability company

By: Tree Lane Apartments MM, LLC,
a Wisconsin limited liability company,
its Managing Member

By: Heartland Housing, Inc.,
an Illinois non-profit corporation,
its Manager

By: _____
Michael Goldberg, Executive Director

State of Illinois)
) ss.
County of Cook)

Personally came before me this _____ day of _____, 2019, the above-named Michael Goldberg, to be known to be the Executive Director of the Heartland Housing, Inc., the Sole Member of Tree Lane Apartments MM, LLC, the Managing Member of Tree Lane Apartments, LLC, who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Illinois

(Print or type name)
Commission expires: _____

HEARTLAND HOUSING, INC.
an Illinois non-profit corporation

By: _____
Michael Goldberg, Executive Director

State of Illinois)
) ss.
County of Cook)

Personally came before me this _____ day of _____, 2019, the above-named Michael Goldberg, to be known to be the Executive Director of Heartland Housing, Inc., who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Illinois

(Print or type name)
Commission expires: _____

BMO HARRIS BANK,
a national banking association

By: _____
Tania Kadakia, Vice President

State of)
) ss.
County of)

Personally came before me this _____ day of _____, 2019, the above-named Tania Kadakia, to be known to be the Vice President of BMO Harris Bank, who executed the foregoing instrument and acknowledged the same.

Notary Public, State of

(Print or type name)
Commission expires: _____

Acceptance of this easement is authorized by Resolution No. RES-18-00457, File No.51859, adopted by the Common Council of the City of Madison on June 19, 2018.

Drafted by the City of Madison Office of Real Estate Services
Real Estate Project No. 11848

Engineering Division Project No. 10985

EXHIBIT A

Easement for Storm Water Drainage Purposes

Munis: 10985 ORES: 11848

COUNTY OF DANE
7933 Tree Lane
251-0708-233-0809-8

Permanent Limited Easement Acquisition:

Easement Area: 12,864 square feet (0.2953 acres)

Part of Lot 2, CSM 8493, recorded in Volume 46 of Certified Survey Maps on pages 193-198 as document no. 2834147, Dane County Register of Deeds, being located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 23, Town 7 North, Range 8 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the east corner of said Lot 2; thence N 45°06'18" W, along the northerly line of said Lot, 6.30 feet, to the **Point of Beginning**; thence N 69°42'25" W, 24.10 feet; thence N 44°51'37" W, 41.06 feet; thence N 54°40'36" W, 76.54 feet, to the base of a retaining wall; thence N 06°12'41" E, along said retaining wall, 5.49 feet; thence northwesterly 5.41 feet along the arc of a curve to the left and approximating said retaining wall, having a radius of 3.50 feet, a central angle of 88°31'29" and a long chord bearing N 38°03'04" W, 4.89 feet; thence N 82°18'48" W, along said retaining wall, 23.83 feet; thence southwesterly 7.27 feet along the arc of a curve to the left and approximating said retaining wall, having a radius of 5.00 feet, a central angle of 83°18'24" and a long chord bearing S 56°02'00" W, 6.65 feet; thence S 14°22'48" W, along said retaining wall, 5.65 feet, to the face of a building; thence N 75°37'12" W, along said building, 200.49 feet; thence S 68°24'54" W, along said building, 21.38 feet; thence S 82°22'17" W, 59.73 feet, to the northerly line of said Lot 2; thence N 70°13'43" E, along said northerly line, 79.75 feet; thence southeasterly 264.32 feet along the arc of a curve to the right and said northerly line, having a radius of 220.00 feet, a central angle of 68°50'22" and a long chord bearing S 79°25'30" E, 248.71 feet; thence S 45°06'18" E, along the said northerly line, 142.18 feet, to the **Point of Beginning**.

EXHIBIT A

(cont'd)

Temporary Limited Easement Acquisition:

Easement Area: 5,968 square feet (0.1370 acres)

Part of Lot 2, CSM 8493, recorded in Volume 46 of Certified Survey Maps on pages 193-198 as document no. 2834147, Dane County Register of Deeds, being located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 23, Town 7 North, Range 8 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the east corner of said Lot 2; thence S 89°09'16" W, along the south line of said Lot, 128.49 feet, to the base of a retaining wall; thence N 32°33'28" E, along said retaining wall, 11.08 feet; thence N 19°58'27" W, along said retaining wall, 28.56 feet; thence N 00°46'29" W, along said retaining wall, 36.98 feet; thence N 43°29'28" E, along said retaining wall, 4.04 feet; thence S 89°35'02" E, 10.20 feet; thence N 06°12'40" E, along said retaining wall, 12.12 feet; thence S 54°40'36" E, 76.54 feet; thence S 44°51'37" E, 41.06 feet; thence S 69°42'25" E, 24.10 feet, to the northerly line of said Lot 2; thence S 45°06'18" E, along the said northerly line, 6.30 feet, to the **Point of Beginning**.

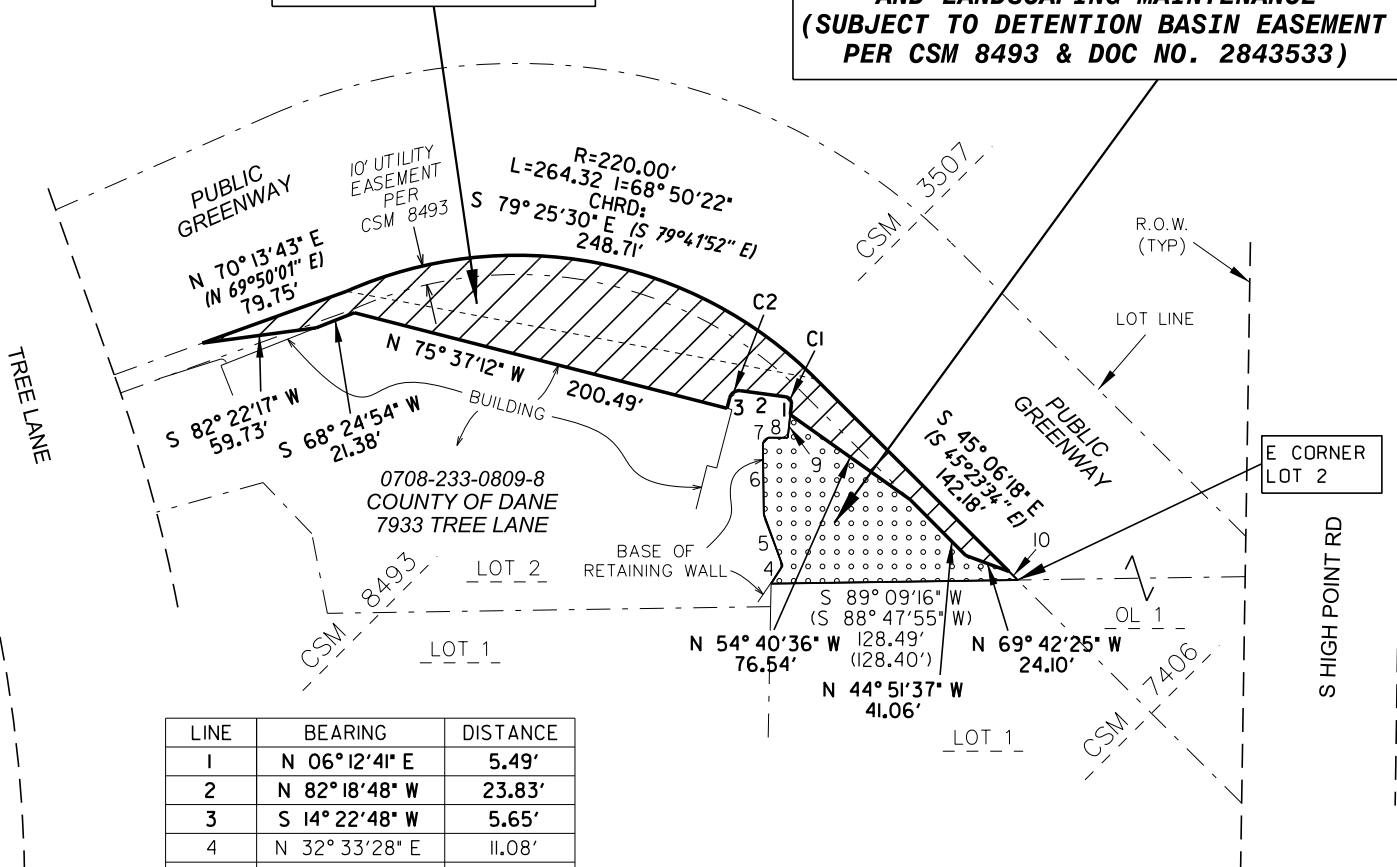
EXHIBIT B

PLE for Storm Water Drainage Purposes & TLE for Vegetation Clearing, Sloping, Grading, Construction & Maintenance Purposes



PLE FOR STORM WATER DRAINAGE PURPOSES

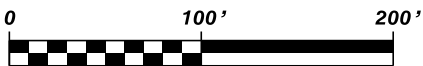
TLE FOR SLOPING / GRADING AND LANDSCAPING MAINTENANCE (SUBJECT TO DETENTION BASIN EASEMENT PER CSM 8493 & DOC NO. 2843533)



LINE	BEARING	DISTANCE
1	N 06° 12' 41" E	5.49'
2	N 82° 18' 48" W	23.83'
3	S 14° 22' 48" W	5.65'
4	N 32° 33' 28" E	11.08'
5	N 19° 58' 27" W	28.56'
6	N 00° 46' 29" W	36.98'
7	N 43° 29' 28" E	4.04'
8	S 89° 35' 02" E	10.20'
9	N 06° 12' 40" E	12.12'
10	S 45° 06' 18" E (S 45° 23' 34" E)	6.30'

CURVE	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	3.50'	5.41'	88° 31' 29"	N 38° 03' 04" W	4.89'
C2	5.00'	7.27'	83° 18' 24"	S 56° 02' 00" W	6.65'

SCALE: 1"=100 FEET



GRAPHIC SCALE (feet)

WCCS DANE ZONE



FILENAME:
M:\DESIGN\Projects\10985\Survey\Drawings\Easement\10985 ESMT Dane Co.dgn
DATE: 4/8/2019
ENGR PROJ: 10985
DRES: 11848
REVISED: