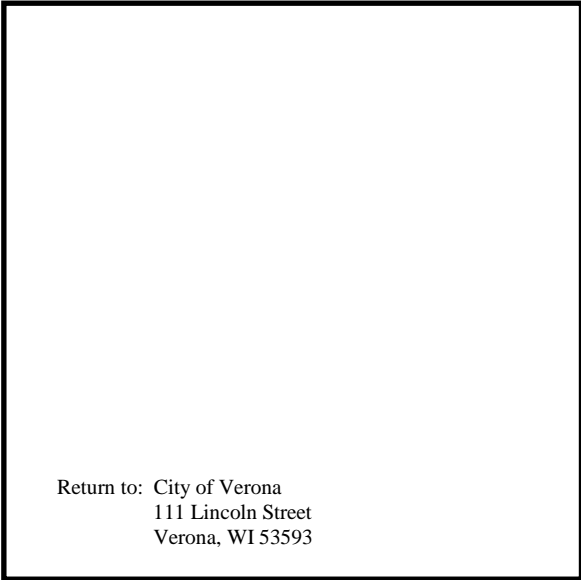


SANITARY SEWER EASEMENT

**City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief**

Dane County, (“Grantor”) in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of residential, industrial, and other wastewater in, above, and across land located in the NE 1/4, NE 1/4, Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Return to: City of Verona
111 Lincoln Street
Verona, WI 53593

Tax Parcel I.D. 0608-221-8001-2

Grantor hereby conveys unto Grantee a Permanent Limited Easement (PLE) on the following described lands:

A parcel of land contained within the following tract, Part of the Southwest 1/4 of the Southwest 1/4 of Section 14, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being an area of land described as follows and depicted as permanent limited easement on attached Exhibit A and B.

Commencing at the Southwest corner of the Southwest 1/4 of Section 14; thence South 88°27’47” East along the South line of said Southwest 1/4 a distance of 349.20 feet to the point of beginning of the lands to be described; thence North 51°22’30” East, 139.19 feet; thence North 38°39’11” West, 80.56 feet; thence North 51°20’49” East, 100.00 feet; thence South 38°39’11” East, 190.59 feet; thence South 51°20’49” West, 100.00 feet; thence North 38°39’11” West, 60.02 feet; thence South 51°22’30” West, 79.97 feet to the South Line of the Southwest 1/4 of Section 14; thence North 88°27’47” West along said South line 77.53 to the point of beginning (“PLE area”).

Contains 24,538 square feet, 0.56 acres, more or less.

The **PLE** is subject to the following terms and conditions:

1. Grantee’s employees, agents and contractors shall have the right to enter upon the PLE area for purposes of planning, design, construction, maintenance of the sewer lines and for ingress access, egress access, and access to adjoining PLE areas of the sewer lines.

2. Grantee shall repair or replace any and all fences damaged or removed during construction to a condition equal to or better than existing if present at the time of executing this easement.
3. During the construction process, all areas with the PLE area will be cleared to facilitate the construction process for the sewer project and other incidental work with Grantor.
4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the PLE area will be restored, at the Grantee's expense, to a condition equal to, or better, than existed prior to construction.
5. After construction is completed the Grantee shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the Grantee at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.
6. No trees shall be planted nor buildings or permanent structures be built over the sewer or placed within the PLE area. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the Grantor 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 said trees or structures. If said trees or structures are not removed by Grantor, Grantee has the right to remove said trees and/or structures and all costs shall be charged to Grantor. Permanent structures do not include roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. Grantee shall not build any structures or parking areas within the PLE area.
7. Any excess fill generated by the project on the PLE area may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and Grantee's contractor. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.
8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the PLE area without Grantee's prior first approval.
9. Following installation of the sanitary sewers but as part of the overall project the City of Verona will construct a paved maintenance path to access the sewers that will also serve as a multi-use path for recreation users. City of Verona will own and maintain the maintenance path.
10. Grantor and Grantee shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In

situations of joint liability, each party shall be responsible for their consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

Grantor hereby conveys to Grantee a Temporary Construction Easement on the following described land:

A parcel of land contained within the following tract, Part of the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a 50-foot strip of land described as follows and depicted as temporary limited easement.

A strip of land 50-feet in width; south, adjacent and parallel to the southern line of the permanent limited easement as described above.

Containing 0.90 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. This temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.
2. Grantee's employees, agents and contractors shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction of the sewer lines and for ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.
3. During the construction process, all areas with the temporary construction easement area will be cleared to facilitate the construction process for the sewer project and other incidental work with Grantor.
4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at Grantee's sole expense, to a condition equal to, or better, than existed prior to construction.
5. Grantor and Grantee shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for their consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

END OF CONDITIONS

IN WITNESS WHEREOF, GRANTOR has agreed to and executed this Sanitary Sewer Easement this _____ day of _____, 2020.

Dane County

By Scott McDonell, County Clerk

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this _____ day of _____, 2020, the above named Scott McDonell, County Clerk to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Typed Name of Notary Public

Notary Public, State of Wisconsin
My Commission (expires) (is) _____

IN WITNESS WHEREOF, GRANTEE has agreed to and executed this Sanitary Sewer Easement this _____ day of _____, 2020.

Witnessed in the Presence of:

By _____
.....(authorized signature)

_____ Witnessed by

By _____
.....(authorized signature)

_____ Witnessed by

Company Signature Block
Use company signature block section only if needed

.....(Company Name)

Attest _____
(Signature)

By _____
.....(Signature)

(Typed/Printed Name)

.....(Company Title)

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.:
County of _____)

Signed or attested before me this _____ day of _____, 20____,

(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.

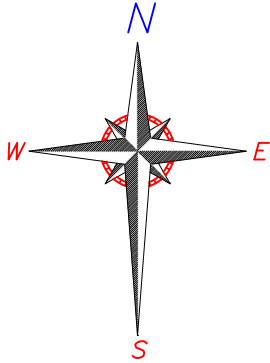
Notary Public, Dane County, Wisconsin
My Commission Expires:_____

Drafted by the:
City of Verona
Public Works Department

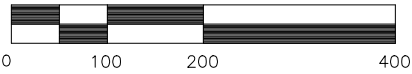


PHONE: 414.949.8919
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

EXHIBIT A



SCALE: 1" = 200'



OWNER: DANE COUNTY
 WEST LINE OF THE SW 1/4 OF SEC. 14-6-8

UNPLATTED LANDS
 FOUND ALUM MON
 SW CORNER
 SW 1/4 OF
 SECTION 14-6-8

UNPLATTED LANDS
 OWNER: DANE COUNTY

OUTLOT 1

POB-PLE

(REC AS S89°43'00"E)
 N88°27'47"W
 77.53'

LOT 158

LOT 159

FOURTH ADDITION TO
 EAST VIEW HEIGHTS

LOT 157

LOT 155

LOT 156

SANITARY SEWER
 EASEMENT
 DOC. #2780268

SEWER EASEMENT
 DOC. #2697031

SEWER EASEMENT
 DOC. #1500909

BADGER MILL CREEK

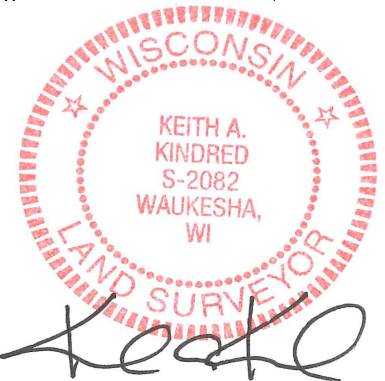


PROPOSED PLE
 REBAR FOUND

EASEMENT LOCATIONS BASED
 ON INFORMATION FURNISHED BY
 KNIGHT BARRY TITLE SERVICES,
 LLC TITLE POLICY NO. 1017360,
 DATED MARCH 14, 2019.

SOUTH LINE OF THE SW 1/4 OF SEC. 14-6-8

SURVEYOR:
 KEITH A. KINDRED, PLS S-2082
 SEH, INC.
 501 MAPLE AVE.
 DELAFIELD, WI 53018
 (414) 949-8919



DATED THIS 15TH DAY OF JULY 2020
 PROJECT VERPW #150350 SHEET 1 OF 2

EXHIBIT B

Permanent Limited Easement

Part of the Southwest 1/4 of the Southwest 1/4 of Section 14, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

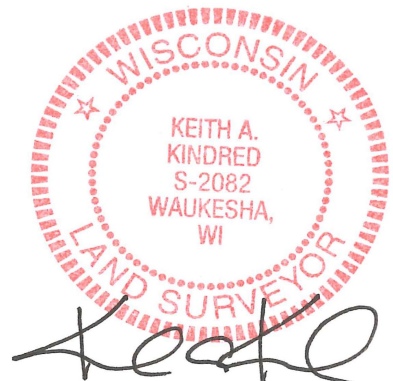
Commencing at the Southwest corner of the Southwest 1/4 of Section 14; thence South 88°27'47" East along the South line of said Southwest 1/4 a distance of 349.20 feet to the point of beginning of the lands to be described; thence North 51°22'30" East, 139.19 feet; thence North 38°39'11" West, 80.56 feet; thence North 51°20'49" East, 100.00 feet; thence South 38°39'11" East, 190.59 feet; thence South 51°20'49" West, 100.00 feet; thence North 38°39'11" West, 60.02 feet; thence South 51°22'30" West, 79.97 feet to the South Line of the Southwest 1/4 of Section 14; thence North 88°27'47" West along said South line 77.53 to the point of beginning.

Contains 24,538 square feet, 0.56 acres

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



DATED THIS 15TH DAY OF JULY 2020
PROJECT VERPW #150350
SHEET 2 OF 2