

MULTI-USE PATH EASEMENTS

City of Verona Badger Mill Creek Path

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 (“Grantee”) the right to construct, operate, repair, replace and maintain a multi-use path including the associated bridge structure, drainage, and grading that is crossing the Badger Mill Creek, and any necessary above-ground and below-ground appurtenances for the collection and conveyance of runoff above, under, and across land described as the NE ¼ of the NE ¼ of Section 22, Township 6 North, Range 8 East, and NE ¼ of the NE ¼ of Section 22, and part of the SE ¼ of the SE ¼ of Section 15, all in Township 6 North, Range 8 East in the City of Verona, Dane County, Wisconsin (Grantor’s property).

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

Tax Parcel I.D. 286/0608-221-8001-2
& 286/0608-154-9501-2

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

A part of the Northeast ¼ of the Northeast ¼ of Section 22, Township 6 North, Range 8 East in the City of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of said Section 22; thence S00°10’59”W along the East line of the Northeast ¼ of said Section 14, 504.42; thence N89°49’01”W, 191.51 feet to a point on the southeasterly line of the City of Verona and MMSD Sanitary Easement recorded as Document No. 5645474; thence S51°16’40”W along the said Sanitary Easement, 17.67 feet to the **Point of Beginning**;

Thence South 20°51’23” West, 10.31 feet;

Thence southwesterly 67.14 feet along a curve to the right, having a radius of 115.00 feet and a chord which bears S37°34’56”W, 66.19 feet;

Thence S54°18’28”W, 50.16 feet;

Thence southwesterly 70.10 feet along a curve to the right, having a radius of 165.00 feet and a chord which bears S66°28’43”W, 69.57 feet to a point on the said Sanitary Easement;

Thence N51°16’40”E along the said Sanitary Easement, 190.43 feet to the **Point of Beginning**.

Said tract contains 0.065 acres more or less.

AND

A part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, and part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, all in Township 6 North, Range 8 East in the City of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Northeast Corner of said Section 22, thence N88°43'59"W along the north line of the Northeast $\frac{1}{4}$ of said Section 22, 393.84 feet to the **Point of Beginning**;
Thence S03°47'42"W, 27.41 feet;
Thence southwesterly 100.54 feet along a curve to the left, having a radius of 956.50 feet and a chord which bears S00°47'03"W, 100.49 feet;
Thence S02°13'37"E, 231.24 feet;
Thence southeasterly 123.01 feet along a curve to the left, having a radius of 235.00 feet and a chord which bears S17°13'21"E, 121.61 feet;
Thence S32°13'04"E, 79.08 feet to a point on the northwesterly line of the City of Verona and MMSD Sanitary Easement recorded as Document No. 5645474;
Thence S51°16'40"W, 20.13 feet along the said Sanitary Easement;
Thence N32°13'04"W, 81.36 feet;
Thence northwesterly 133.48 feet along a curve to the right, having a radius of 255.00 feet and a chord which bears N17°13'21"W, 131.96 feet;
Thence N02°13'37"W, 231.24 feet;
Thence northeasterly 102.64 feet along a curve to the right, having a radius of 976.50 feet and a chord which bears N00°47'03"E, 102.59 feet;
Thence N03°47'43"E, 26.52 feet to the north line of said Northeast $\frac{1}{4}$;
Thence continuing N03°47'43"E, 89.27 feet;
Thence northwesterly 201.69 feet along a curve to the left, having a radius of 996.00 feet and a chord which bears N02°00'22"W, 201.35 feet;
Thence N07°48'26"W, 182.49 feet;
Thence northwesterly 98.96 feet along a curve to the right, having a radius of 153.50 feet and a chord which bears N10°39'39"E, 97.25 feet;
Thence N29°07'45"E, 168.61 feet;
Thence northeasterly 62.06 feet along a curve to the right, having a radius of 109.50 feet and a chord which bears N45°21'54"E, 61.23 feet;
Thence N61°36'04"E, 58.37 feet;
Thence northeasterly 137.75 feet along a curve to the left, having a radius of 124.50 feet and a chord which bears N29°54'12"E, 130.83 feet;
Thence N01°47'40"W, 25.50 feet;
Thence northwesterly 74.32 feet along a curve to the left, having a radius of 509.50 feet and a chord which bears N05°58'24"W, 74.26 feet;
Thence N10°09'08"W, 150.85 feet;
Thence northwesterly 172.60 feet along a curve to the left, having a radius of 195.00 feet and a chord which bears N35°30'35"W, 167.02 feet;
Thence N60°52'01"W, 151.51 feet;
Thence northwesterly 61.89 feet along a curve to the left, having a radius of 95.00 feet and a chord which bears N79°31'43"W, 60.80 feet;
Thence S81°48'34"W, 27.62 feet;
Thence N08°11'26"W, 19.00 feet to the south right-of-way of the Military Ridge State Trail;

Thence N81°48'34"E along the south right-of-way of the Military Ridge State Trail, 42.75 feet;
Thence southeasterly 59.74 feet along a curve to the right, having a radius of 115.00 feet and a chord which bears S75°44'53"E, 59.07 feet;
Thence S60°52'01"E, 151.51 feet;
Thence southeasterly 190.30 feet along a curve to the right, having a radius of 215.00 feet and a chord which bears S35°30'35"E, 184.15 feet;
Thence S10°09'08"E, 150.85 feet;
Thence southeasterly 77.24 feet along a curve to the right, having a radius of 509.58 feet and a chord which bears S05°58'24"E, 77.17 feet;
Thence S01°47'40"E, 25.50 feet;
Thence southwesterly 159.88 feet along a curve to the right, having a radius of 144.50 feet and a chord which bears S29°54'12"W, 151.85 feet;
Thence S61°36'04"W, 58.37 feet;
Thence southwesterly 50.72 feet along a curve to the left, having a radius of 89.50 feet and a chord which bears S45°21'54"W, 50.05 feet;
Thence S29°07'45"W, 168.61 feet;
Thence southwesterly 86.06 feet along a curve to the left, having a radius of 133.50 and a chord which bears S10°39'39"W, 84.58 feet;
Thence S07°48'26"E, 182.49 feet;
Thence southeasterly 205.74 feet along a curve to the right, having a radius of 1,016.00 feet and a chord which bears S02°00'22"E, 205.39 feet;
Thence S03°47'43"W, 88.38 feet to the **Point of Beginning**.

Said tract contains 1.032 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, and maintenance of the multi-use path, bridge structure and any incidental items related to the structure, associated drainage features, and for ingress access and egress access.
2. 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. Grantor acknowledges that changes in grades and landscaping features will occur as part of the project.
3. 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, or alteration of the multi-use path and any necessary above-ground and below-ground appurtenances. 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. Grantor acknowledges that changes in grades and landscaping features will occur as part of the project.

4. No buildings or permanent structures not associated with the initial construction, maintenance, and/or operation of the multi-use path and associated structure and drainage shall be built within or placed within the PLE area.
5. Trees will not be planted within the PLE area by the Grantee as part of the construction. No additional trees shall be installed within the PLE area without the Grantee's prior approval to ensure the operation, function, repair, replacement and maintenance of the multi-use path and associated structure and drainage.
6. Following construction of the multi-use path and associated structure and drainage, no permanent grade changes (additional overburden or excavation cuts) shall occur within the PLE area without Grantee's prior approval.
7. Following installation of the multi-use path and associated structure and drainage and as part of the overall construction project, the Grantee will re-connect and re-construct disturbed portions of the existing aggregate and vegetated path for recreation users.
8. 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 part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, Township 6 North, Range 8 East in the City of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of said Section 22; thence S00°10'59"W along the East line of the Northeast $\frac{1}{4}$ of said Section 22, 504.42 feet; thence N89°49'01"W, 191.51 feet to a point on the southeasterly line of the City of Verona and MMSD Sanitary Easement recorded as Document No. 5645474 and being the **Point of Beginning**;

Thence S13°43'26"W, 40.91 feet;

Thence southwesterly 70.83 feet along a curve to the right, having a radius of 100.00 feet and a chord which bears S34°00'57"W, 69.36 feet;

Thence S54°18'28"W, 46.05 feet;

Thence southwesterly 50.30 feet along a curve to the right, having a radius of 100.00 feet and a chord which bears S68°43'01"W, 49.77 feet;

Thence S83°07'33"W, 53.38 feet to a point on the said southeasterly line of the Sanitary Easement;

Thence N51°16'40"E along the said Sanitary Easement, 29.38 feet;

Thence northeasterly 70.10 feet along a curve to the left, having a radius of 165.00 feet and a chord which bears N66°28'43"E, 69.57 feet;
Thence N54°18'28"E, 50.16 feet;
Thence northeasterly 67.14 feet along a curve to the left, having a radius of 115.00 feet and a chord which bears N37°34'56"E, 66.19 feet;
Thence N20°51'23"E, 10.31 feet to a point on the said southeasterly line of the Sanitary Easement;
Thence N51°16'40"E along the said Sanitary Easement, 17.67 feet to the **Point of Beginning**.

Said tract contains 0.107 acres more or less.

AND

A part of the Northeast ¼ of the Northeast ¼ of Section 22, and part of the Southeast ¼ of the Southeast ¼ of Section 15, all in Township 6 North, Range 8 East in the City of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of said Section 22, thence N88°43'59"W along the north line of the Northeast ¼ of said Section 22, 383.83 feet to the **Point of Beginning**;
Thence S03°47'43"W, 27.85 feet;
Thence southwesterly 99.48 feet along a curve to the left, having a radius of 946.50 feet and a chord which bears S00°47'03"W, 99.44 feet;
Thence S02°13'37"E, 231.24';
Thence southeasterly 102.40 feet along a curve to the left, having a radius of 225.00 feet and a chord which bears S15°15'56"E, 101.52 feet;
Thence N57°50'10"E, 19.48 feet;
Thence S32°13'04"E, 91.00 feet to a point on the northwesterly line of the City of Verona and MMSD Sanitary Easement recorded as Document No. 5645474;
Thence S51°16'40"W along the said Sanitary Easement, 30.19 feet;
Thence N32°13'04"W, 79.08 feet;
Thence northwesterly 123.01 feet along a curve to the right, having a radius of 235.00 feet and a chord which bears N17°13'21"W, 121.61 feet;
Thence N02°13'37"W, 231.24 feet;
Thence northeasterly 100.54 feet along a curve to the right, having a radius of 956.50 feet and a chord which bears N00°47'03"E, 100.49 feet;
Thence N03°47'43"E, 27.41 feet to the north line of said Northeast ¼;
Thence continuing N03°47'43"E, 88.38 feet;
Thence northwesterly 205.74 feet along a curve to the left, having a radius of 1,016.00 feet and a chord which bears N02°00'22"W, 205.39 feet;
Thence N07°48'26"W, 182.49 feet;
Thence northeasterly 86.06 feet along a curve to the right, having a radius of 133.50 feet and a chord which bears N10°39'39"E, 84.58 feet;
Thence N29°07'45"E, 168.61 feet;
Thence northeasterly 50.72 feet along a curve to the right, having a radius of 89.50 feet and a chord which bears N45°21'54"E, 50.05 feet;

Thence N61°36'04"E, 58.37 feet;
Thence northeasterly 159.88 feet along a curve to the left, having a radius of 144.50 feet and a chord which bears N29°54'12"E, 151.85 feet;
Thence N01°47'40"W, 25.50 feet;
Thence northwesterly 77.24 feet along a curve to the left, having a radius of 509.58 feet and a chord which bears N05°58'24"W, 77.17 feet;
Thence N10°09'08"W, 150.85 feet;
Thence northwesterly 190.30 feet along a curve to the left, having a radius of 215.00 feet and a chord which bears N35°30'35"W, 184.15 feet;
Thence N60°52'01"W, 151.51 feet;
Thence northwesterly 59.74 feet to the south right-of-way of the Military Ridge State Trail, being a curve to the left, said curve having a radius of 115.00 feet and a chord which bears N75°44'53"W, 59.07 feet;
Thence N81°48'34"E along the south right-of-way of the Military Ridge State Trail, 36.14 feet;
Thence southeasterly 28.59 feet along a curve to the right, having a radius of 125.00 feet and a chord which bears S67°25'13"E, 28.53 feet;
Thence S60°52'01"E, 151.51 feet;
Thence southeasterly 199.16 feet along a curve to the right, having a radius of 225.00 feet and a chord which bears S35°30'35"E, 192.72 feet;
Thence S10°09'08"E, 150.85 feet;
Thence southeasterly 78.70 feet along a curve to the right, having a radius of 539.50 feet and a chord which bears S05°58'24"E, 78.63 feet;
Thence S01°47'40"E, 25.50 feet;
Thence southwesterly 170.95 feet along a curve to the right, having a radius of 154.50 feet and a chord which bears S29°54'12"W, 162.36 feet;
Thence S61°36'04"W, 58.37 feet;
Thence southwesterly 45.06 along a curve to the left, having a radius of 79.50 feet and a chord which bears S45°21'54"W, 44.46 feet;
Thence S29°07'45"W, 168.61 feet;
Thence southwesterly 79.62 feet along a curve to the left, having a radius of 123.50 feet and a chord which bears S10°39'39"W, 78.24 feet;
Thence S07°48'26"E, 182.49 feet;
Thence southeasterly 207.77 feet along a curve to the right, having a radius of 1,026.00 feet and a chord which bears S02°00'22"E, 207.42 feet;
Thence S03°47'43"W, 87.94 feet to the **Point of Beginning**.

Said tract contains 0.547 acres more or less.

AND

A part of the Northeast ¼ of the Northeast ¼ of Section 22, and part of the Southeast ¼ of the Southeast ¼ of Section 15, all in Township 6 North, Range 8 East in the City of Verona, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of said Section 22, thence N88°43'59"W along the north line of the Northeast ¼ of said Section 22, 413.86 feet to the **Point of Beginning**;
Thence S03°47'43"W, 26.52 feet;
Thence southwesterly 102.64 feet along a curve to the left, having a radius of 976.50 feet and a chord which bears S00°47'03"W, 102.59 feet;
Thence S02°13'37"E, 231.24 feet;
Thence southeasterly 133.48 feet along a curve to the left, having a radius of 255.00 feet and a chord which bears S17°13'21"E, 131.96 feet;
Thence S32°13'04"E, 81.36 feet to a point on the northwesterly line of the City of Verona and MMSD Sanitary Easement recorded as Document No. 5645474;
Thence S51°16'40"W along the said Sanitary Easement, 30.19 feet;
Thence N32°13'04"W, 100.19 feet;
Thence N57°50'10"E, 20.45;
Thence northwesterly 123.31 feet along a curve to the right, having a radius of 265.00 feet and a chord which bears N15°33'26"W, 122.20 feet;
Thence N02°13'37"W, 231.24 feet;
Thence northeasterly 103.69 feet along a curve to the right, having a radius of 986.50 feet and a chord which bears N00°47'03"E, 103.64 feet;
Thence N03°47'43"E, 26.08 feet to the north line of the Northeast ¼ of said Section 22;
Thence continuing N03°47'43"E, 89.71 feet;
Thence northwesterly 199.67 feet along a curve to the left, having a radius of 986.00 feet and a chord which bears N02°00'22"W, 199.33 feet;
Thence N07°48'26"W, 182.49 feet;
Thence northeasterly 105.40 feet along a curve to the right, having a radius of 163.50 feet and a chord which bears N10°39'39"E, 103.59 feet;
Thence N29°07'45"E, 168.61 feet;
Thence northeasterly 67.73 feet along a curve to the right, having a radius of 199.50 feet and a chord which bears N45°21'54"E, 66.82 feet;
Thence N61°36'04"E, 58.37 feet;
Thence northeasterly 126.69 feet along a curve to the left, having a radius of 114.50 and a chord which bears N29°54'12"E, 120.33 feet;
Thence N01°47'40"W, 25.50 feet;
Thence northwesterly 72.86 feet along a curve to the left, having a radius of 499.50 feet and a chord which bears N05°58'24"W, 72.80 feet;
Thence N10°09'08"W, 150.85 feet;
Thence northwesterly 163.75 feet along a curve to the left, having a radius of 185.00 feet and a chord which bears N35°30'35"W, 158.46 feet;
Thence N60°52'01"W, 151.51 feet;
Thence northwesterly 55.37 feet along a curve to the left, having a radius of 85.00 feet and a chord which bears N79°31'43"W, 54.40 feet;
Thence S81°48'34"W, 35.50 feet;
Thence N01°18'40"E, 29.40 feet to the south right-of-way of the Military Ridge State Trail;
Thence N81°48'34"E along the south right-of-way of the Military Ridge State Trail, 3.03 feet;
Thence S08°11'26"E, 19.00 feet;
Thence N81°48'34"E, 27.62 feet;

Thence southeasterly 61.89 feet along a curve to the right, having a radius of 95.00 feet and a chord which bears S79°31'43"E, 60.80 feet;
Thence S60°52'01"E, 151.51 feet;
Thence southeasterly 172.60 feet along a curve to the right, having a radius of 195.00 feet and a chord which bears S35°30'35"E, 167.02 feet;
Thence S10°09'08"E, 150.85 feet;
Thence southeasterly 74.32 feet along a curve to the right, having a radius of 509.50 feet and a chord which bears S05°58'24"E, 74.26 feet;
Thence S01°47'40"E, 25.50 feet;
Thence southwesterly 137.75 feet along a curve to the right, having a radius of 124.50 feet and a chord which bears S29°54'12"W, 130.83 feet;
Thence S61°36'04"W, 58.37 feet;
Thence southwesterly 62.06 feet along a curve to the left, having a radius of 109.50 feet and a chord which bears S45°21'54"W, 61.23 feet;
Thence S29°07'45"W, 168.61 feet;
Thence southwesterly 98.96 feet along a curve to the left, having a radius of 153.50 feet and a chord which bears S10°39'39"W, 97.25 feet;
Thence S07°48'26"E, 182.49 feet;
Thence southeasterly 201.69 feet along a curve to the right, having a radius of 996.00 feet and a chord which bears S02°00'22"E, 201.35 feet;
Thence S03°47'43"W, 89.27 feet to the **Point of Beginning**.

Said tract contains 0.562 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 September 1, 2025.
2. Grantee's employees, agents and contractors shall have the right to enter upon the lands of the Grantor for purposes of planning, design, and construction of the multi-use path and associated structure and drainage and for ingress access, egress access, and access to adjoining temporary easement areas of the multi-use path and associated structure and drainage.
3. During the construction process, the temporary construction easement is intended to be used for the following purposes, including, but not limited to: staging of materials, staging of equipment, and secondary construction ingress and egress access to adjoining temporary limited easement areas of the multi-use path and associated structure and drainage.
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

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, GRANTOR has agreed to and executed this multi-use path this _____ day of _____, 2023.

Dane County

By Scott McDonell, County Clerk

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

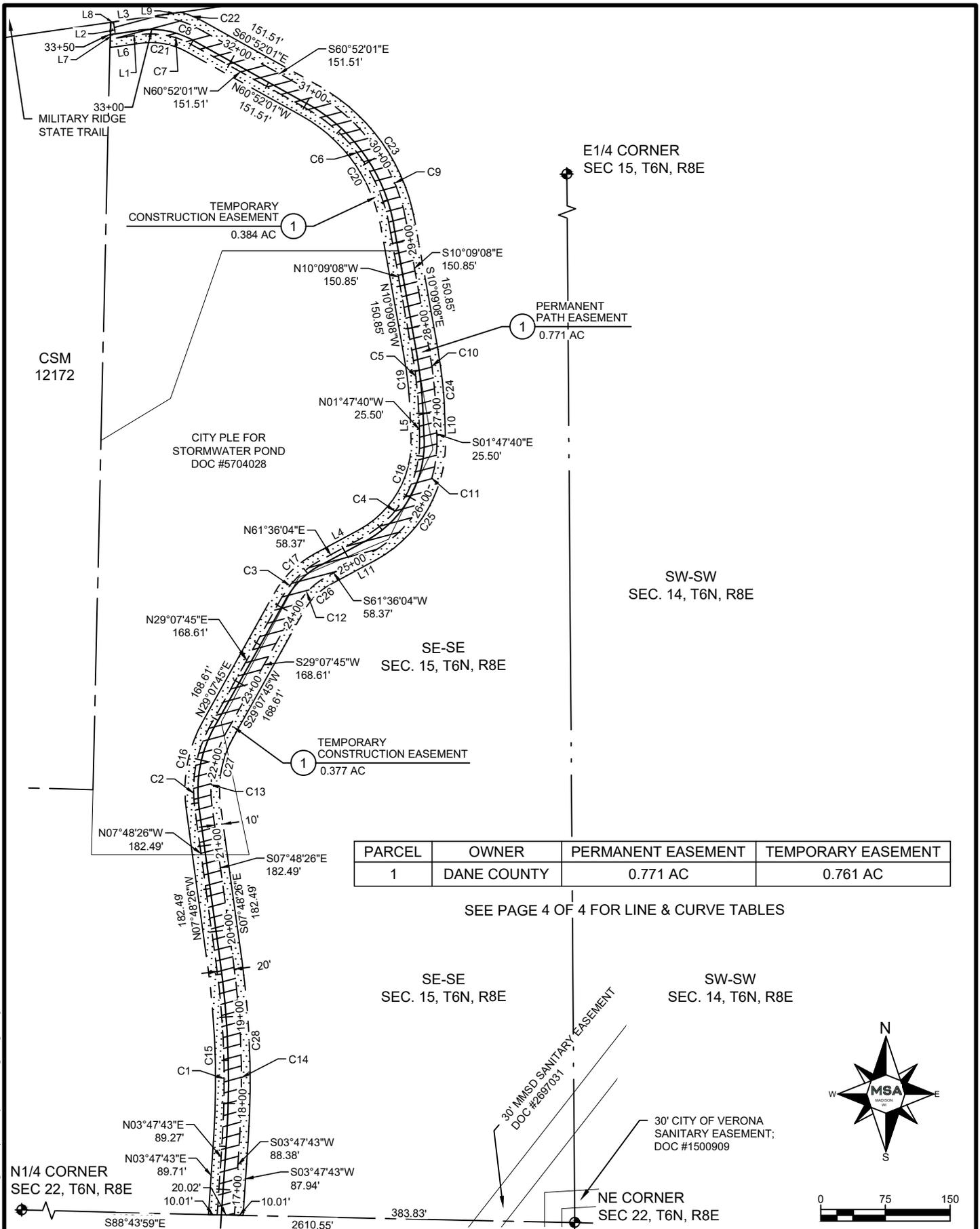
Personally came before me this _____ day of _____, 2023, the above named Scott McDonell, County Clerk to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Typed Name of Notary Public

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

Drafted by and return to the:
City of Verona
Public Works Department



PARCEL	OWNER	PERMANENT EASEMENT	TEMPORARY EASEMENT
1	DANE COUNTY	0.771 AC	0.761 AC

SEE PAGE 4 OF 4 FOR LINE & CURVE TABLES



PUMPING STATION 17
 FORCE MAIN PROJECT
 Madison Metropolitan Sewerage District

CITY OF VERONA
 EASEMENT EXHIBIT

PROJECT NO.
 01579041
 SHEET
 2 OF 3

