

**DECLARATION OF PRIVATE  
SANITARY SEWER EASEMENT AND  
RESTRICTIONS**

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This Declaration of Sanitary Sewer Easement and Restrictions (the "Declaration") is made on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by Dane County, a Wisconsin municipal corporation ("the County").

Whereas, the County is the owner of the Dane County Medical Examiner's facility located on Lot 1 of Certified Survey Map No. 5392, recorded in Volume 24 of Certified Surveys, pages 298-299 as Document No. 2053772 (hereinafter Lot 1); and

Whereas, the County is also the owner of the Dane County Highway Department facility located on Lot 2 of Certified Survey Map No. 5392, recorded in Volume 24 of Certified Surveys, pages 298-299 as Document No. 2053772, (hereinafter Lot 2);

Now therefore, the County hereby declares, covenants and states as to itself and any future owners of all of any part of Lot 1 and Lot 2 as follows:

- 1) Grant of Easement. The County does hereby grant, declare, establish and create for the benefit of the Lot 1 and Lot 2, a Private Sanitary Sewer Easement upon, over, across and through the Property as particularly described on Exhibit A and depicted on Exhibit B which are both attached hereto and incorporated herein (the "Easement Area"), for the purpose of providing private sanitary sewer facilities (the "Facilities") across Lot 2 for the shared benefit of Lot 1 and Lot 2.
- 2) Construction and Property Restoration. The work of initial construction of the Facilities will be the responsibility of the County (or the successor in interest to Lot 2, hereinafter "Lot 2 Owner"). 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. Following completion of any excavation work, Lot 2 Owner shall promptly restore the Easement Area affected by the work to the original grade and surface condition including the repair or replacement of pavement, concrete, turf, and vegetation required under associated permits.
- 3) Main Connection. The County (or the successor in interest to Lot, hereinafter "Lot 1 Owner"), under this easement, shall have the right to connect to the private sanitary sewer main located within the Private Sanitary Sewer Easement Area. The Lot 1 Owner shall be responsible for all costs of connecting to the sewer main and shall provide the Lot 1 Owner with the plans and specifications of such connection at least thirty days prior to construction.
- 4) Maintenance. After construction, the Lot 1 Owner and Lot 2 Owner shall be equally responsible for any and all maintenance of the sanitary sewer improvements within the Easement Area and the associated costs.

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RETURN TO: Dane County Real Estate Coordinator  
5201 Fen Oak Drive, #208  
Madison, WI 53718

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Tax Parcel No's:  
251/0711-302-0101-6 and 251/0711-302-0102-4

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- 5) Reservation of Use by Lot 2 Owner. The Lot 2 Owner reserves the right to use and occupy the Easement Area for any purpose provided such use shall not interfere with the easement rights hereunder.
- 6) Plantings and Structures. No trees shall be planted nor buildings or permanent structures be built or placed within the Easement Area which shall impede use of the Easement Area or obstruct repair or removal of the Facilities. If such structures are built and Facilities operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures or trees, the Lot 2 Owner shall be fully responsible for the expense of such removal or demolition. If said trees or structures are not removed by Lot 2 Owner, the Lot 1 Owner has the right to remove said trees and/or structures and all costs shall be charged to the Lot 2 Owner. Permanent structures do not include roads, parking lots or temporary storage buildings which could be removed or torn down in case of an emergency.
- 7) Compliance. The Lot Owners shall comply with all applicable laws with respect to the Easement Area, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
- 8) Breach. In the event of a breach of this Declaration by either Lot Owner, the other Owner shall have, in addition to other rights as may herein be provided, all rights and remedies provided at law or in equity, including the right of specific performance and to recover all costs, expenses and damages incurred. If an Owner fails to perform any of its obligations hereunder within thirty (30) days after it receives written notice from the non-defaulting Owner of such failure, then in addition to all other remedies available at law or in equity, any non-defaulting Owner shall have the right to perform such obligation on behalf of the Owner who has failed to perform such obligation (the "Defaulting Owner"), in which case the Defaulting Owner shall reimburse the reasonable cost of performing such obligation. Each Owner shall be responsible for its own attorney fees.
- 9) Indemnification. Each Lot Owner shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Declaration. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination of this Declaration.
- 10) Amendment. This Declaration may not be amended, modified, terminated, or released without the written consent of both the Lot 1 Owner and Lot 2 Owner hereto, or their respective successors-in-interest.
- 11) Binding Effect. The rights, obligations and liabilities granted herein shall be deemed to be covenants running with the land and benefit and burden title to the Lots. This Declaration shall be binding upon the County, its successors and assigns.
- 12) Applicable Law. This Declaration shall be construed in accordance with the laws of the State of Wisconsin.
- 13) Severability. If any term or provision of this Declaration 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 Declaration and the same shall continue to be effective to the fullest extent permitted by law.

14) Public Record. This Declaration will be recorded at the office of the Dane County Register of Deeds.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

**DANE COUNTY,**  
a quasi-Wisconsin municipal corporation

By: \_\_\_\_\_  
Scott McDonell, County Clerk

State of Wisconsin    )  
                                  ) ss.  
County of Dane        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, 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:

EXHIBIT A  
Legal Description

A Private Sanitary Sewer Easement located within Lot 2 of Certified Survey Map No. 5392, recorded in Volume 24, on Pages 298 and 299, as Document No. 2053772, located in the Southwest Quarter of the Northwest Quarter of Section 30, Township 07 North, Range 11 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

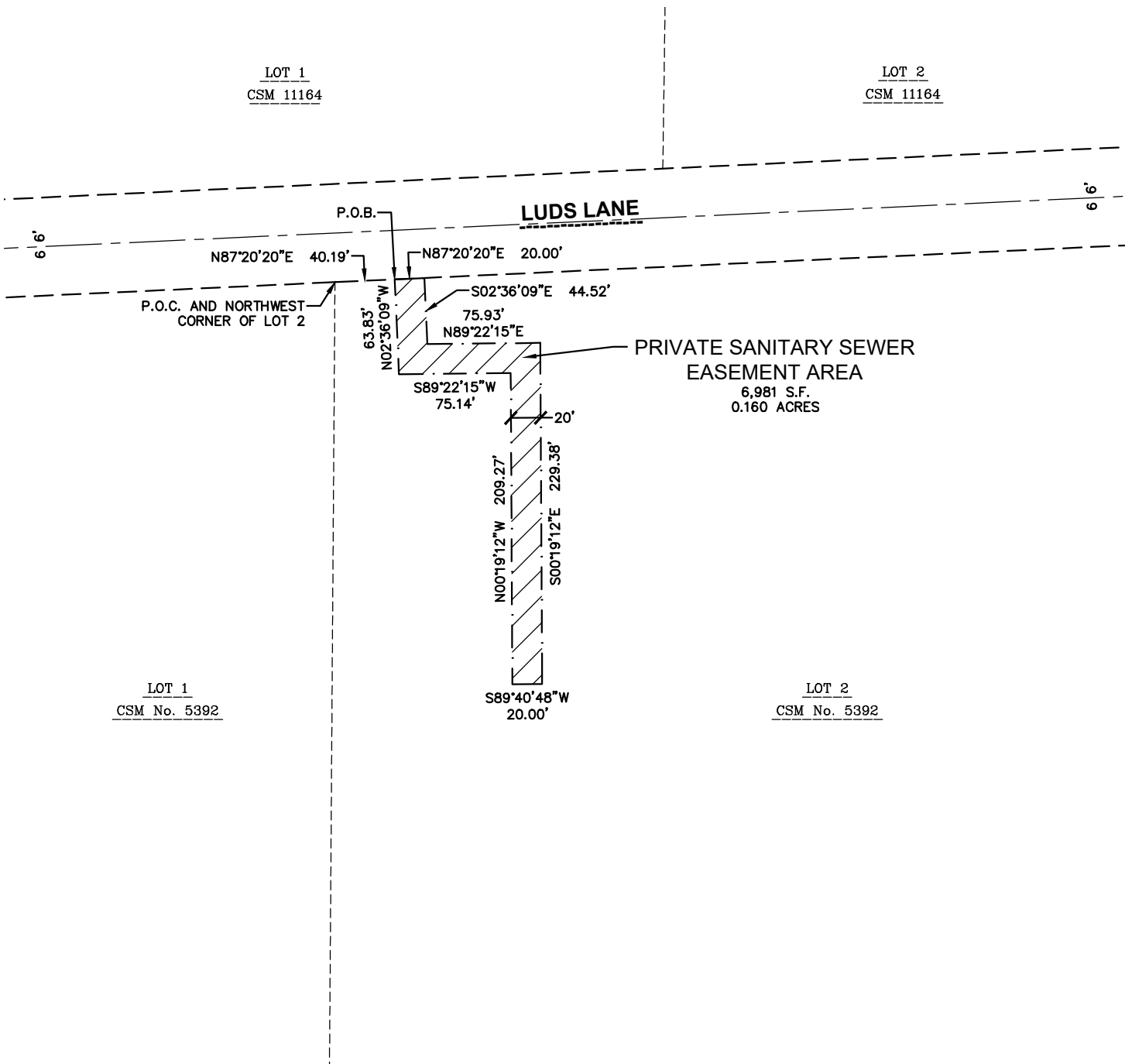
Commencing at the Northwest corner of said Lot 2;  
thence N87°20'20"E along the Northerly line of said Lot 2, also being the Southerly right of way line of Luds Lane, 40.19 feet to the Point of Beginning;  
thence N87°20'20"E continuing along said line, 20.00 feet;  
thence S02°36'09"E, 44.52 feet;  
thence N89°22'15"E, 75.93 feet;  
thence S00°19'12"E, 229.38 feet;  
thence S89°40'48"W, 20.00 feet;  
thence N00°19'12"W, 209.27 feet;  
thence S89°22'15"W, 75.14 feet;  
thence N02°36'09"W, 63.83 feet to the Point of Beginning.

Said easement contains 6,981 square feet or 0.160 acres.

# EXHIBIT B

LOT 1  
CSM 11164

LOT 2  
CSM 11164

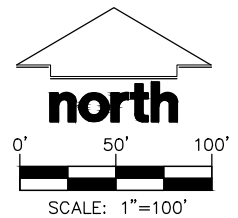


**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- CENTERLINE
- RIGHT-OF-WAY LINE
- PROPERTY LINE
- ▨ 20' WIDE EASEMENT AREA

**NOTES**

1. BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, NAD83 (2011), DANE COUNTY. THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30-07-11, BEARS N00°24'00"E.



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<p><b>MADISON REGIONAL OFFICE</b> 507 WEST VERONA AVENUE, SUITE 500 VERONA, WISCONSIN 53593 P. 608-848-5060</p>	<b>PROJECT:</b> DANE COUNTY EAST DISTRICT HIGHWAY FACILITY MADISON, WI	<b>SHEET TITLE:</b> EXHIBIT B PRIVATE SANITARY SEWER EASEMENT	<b>PROJECT NUMBER:</b> 25-15161	<b>SHEET NUMBER:</b>  1
			<b>DRAWN BY:</b> CMD	
			<b>DATE:</b> 05-05-2026	