

**PERMANENT LIMITED EASEMENT  
FOR STORM WATER MANAGEMENT  
PUBLIC STORM WATER DRAINAGE**

---

**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 public storm water management and 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 install, maintain, operate, repair, replace and reconstruct the storm water management and drainage facilities (collectively "Facilities"); 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: part of 251/0711-302-0099-3; part of 251/0711-301-0101-8

---

The PLE is subject to the following conditions:

- 1) Construction and Property Restoration. The work of initial construction of the Facilities will be performed by the City, at its sole cost, in accordance with the terms of Engineering Project No. \_\_\_\_\_. 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, repair any damage caused to any pavement, concrete, turf, or vegetation required under associated permits located within the PLE Area by or on behalf of the City as provided herein. Following completion of any excavation work, City shall promptly restore the PLE Area after 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.
- 2) Maintenance. After construction, the Grantor shall be responsible for any and all maintenance of the Facilities, which maintenance activities shall be agreed upon by the Grantor and the City.
- 3) Reservation of Use by Grantor. The Grantor reserves the right to use and occupy the PLE Area for any purpose provided such use shall not interfere with the easement rights of the City hereunder. No buildings or structures or fences unrelated to the Facilities shall be constructed in the PLE Area and no grade change shall be made to the PLE Area without the written consent of the City's Engineering Division City Engineer. Written consent by City Engineer shall not be unduly withheld.
- 4) Landscaping by Grantor. Plantings and landscaping within the PLE Area shall not impede the anticipated flow of the storm drainage nor obstruct routine maintenance. The Grantor shall not change

the grade of the PLE Area without the prior written approval of the City of Madison Engineering Division. Written consent by City Engineer shall not be unduly withheld.

- 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. Each party 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 PLE. 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 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.
- 12) Release of Rights to Easements Created by Plat. Any release of rights that were placed on platted land which was required by a public body or which names a public body or public utility as grange shall be released by recording a separate easement release document with the Dane County Register of Deeds in accordance with Wis. Stat. § 236.293.

END OF CONDITIONS.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

State of Wisconsin     )  
                                  ) ss.  
County of Dane         )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, 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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF MADISON,**  
a Wisconsin municipal corporation

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

By: \_\_\_\_\_  
Maribeth L. Witzel-Behl, City Clerk

**AUTHENTICATION**

The signatures of Satya Rhodes-Conway, as the Mayor, and Maribeth Witzel-Behl, as the City Clerk, on behalf of the City of Madison, are authenticated on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Doran Viste, Assistant City Attorney  
Member, State Bar of Wisconsin

Acceptance of this easement is authorized by Resolution No. RES-\_\_\_\_\_, File No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_.

Drafted by  
Real Estate Project No. \_\_\_\_\_

Engineering Division Project No. \_\_\_\_\_

EXHIBIT A  
Legal Description

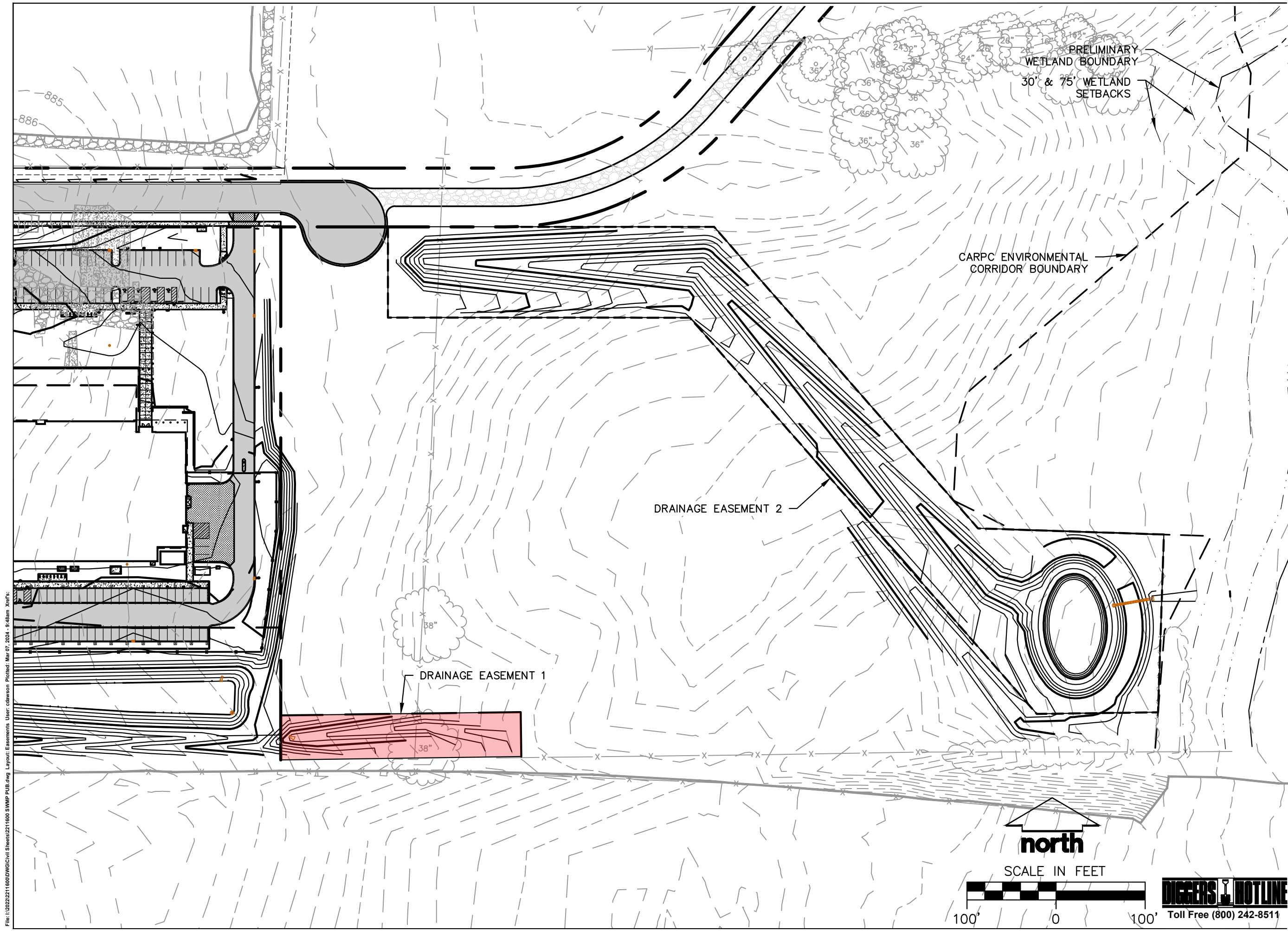
Permanent Limited Easement Area:

That part of Lot One (1) of Certified Survey Map No. \_\_\_\_\_ as it outflows onto Outlot 2 of Certified Survey Map No. \_\_\_\_\_, more particularly described as follows:

Part of Southeast 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 West Quarter Corner of Section 30, aforesaid; thence North 00 degrees 24 minutes 00 seconds East along the West line of the Northwest Quarter, aforesaid, a distance of 251.84 feet to the Point of Beginning; thence North 89 degrees 36 minutes 00 seconds West a distance of 1372.24 feet; thence North 00 degrees 51 minutes 14 seconds East along Eastern right of way of Luds Lane, 66.54 feet; thence South 29 degrees 56 minutes 16 seconds East along said line, 42.84 feet; thence North 86 degrees 32 minutes 33 seconds East, 393.43 feet; thence South 02 degrees 39 minutes 50 seconds West along said line, 462.28 feet to the South line of the Northwest Quarter, aforesaid; thence South 86 degrees 32 minutes 33 seconds along the South line of the Northwest quarter, aforesaid, 417.14 feet the Point of Beginning; depicted as Drainage Easement 1 on the attached Exhibit B.

**EXHIBIT B**  
Map of Easement Area



CREATE THE VISION TELL THE STORY

[jsdinc.com](http://jsdinc.com)

MADISON REGIONAL OFFICE  
507 WEST VERONA AVENUE, SUITE 500  
VERONA, WISCONSIN 53593  
P. 608.848.5060

CLIENT:



WOLD ARCHITECTS  
AND ENGINEERS  
332 HILMWOOD AVENUE, SUITE 1000  
STAIN PAUL, MN 55101  
[woldinc.com](http://woldinc.com) | 651.227.2773

PROJECT:  
**PUBLIC SAFETY  
COMMUNICATIONS  
PUBLIC IMPROVEMENTS**

PROJECT LOCATION:  
8301 LUDS LANE  
MADISON, DANE COUNTY  
WI, 53558

PLAN MODIFICATIONS:

#	Date:	Description:
1	02.09.2024	CITY SUBMITTAL
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Designed By: MSS  
Reviewed By: MSS  
Approved By: MSS

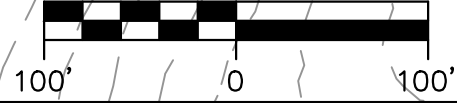
SHEET TITLE:  
**PROPOSED EASEMENT  
EXHIBIT**

SHEET NUMBER:  
**EXHIBIT**

JSD PROJECT NO: 22-11600



SCALE IN FEET



Toll Free (800) 242-8511

File: I:\2022\2211600\DWG\Civil Sheets\2211600 SWMP PUB.dwg Layout: Easements User: cdawson Plotted: Mar 07, 2024 - 9:48am Xrefs:

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF JSD PROFESSIONAL SERVICES, INC.