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**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
4829662**

01/05/2012 12:08 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 7

**PERMANENT LIMITED EASEMENT FOR
VIEW PRESERVATION**

The **City of Madison**, a Wisconsin municipal corporation (the "City") being the owner of the property hereinafter described, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does grant, set over and convey to **Bill N. Margetis** (the "Grantee"), a permanent limited easement for view preservation (the "Easement") on and over (the "Easement Area") described on attached Exhibit A, and depicted on attached Exhibit B.

WITNESSETH:

WHEREAS, the City is the owner of certain real property located in the City of Madison, Dane County, Wisconsin, as more particularly described on attached Exhibit A; and

WHEREAS, the City desires to grant and record permanent limited easement for view preservation purposes on and over the City's Property to the Grantee.

NOW, THEREFORE, the City hereby grants to and for the benefit of the Grantee, their successors and assigns, a permanent limited easement for view preservation purposes on and over the Easement Area.

This Easement is subject to the following terms and conditions:

1. Purpose. The purpose of the Easement is to preserve the existing view of Lake Mendota from the Grantee's residence located at 5050 Lake Mendota Drive, Madison, WI, legally described as Lot 1, Certified Survey Map No. 12633.
2. Easement Holder's Rights. The Grantee's easement rights include, and are limited to, the restriction on the construction of structures and planting of trees in the Easement Area by the City which would obstruct the Grantee's view of Lake Mendota from the Grantee's residence located at 5050 Lake Mendota Drive, as it currently exists. The Grantee shall also have the right to trim trees in the Easement Area, at the Grantee's expense, to preserve the view of Lake Mendota as currently exists. The existing view from the Grantee's residence shall be established by photographic documentation in the summer following the execution of this Easement. Grantee shall allow representatives of the City onto Grantee's property and into Grantee's residence, at a mutually agreeable time, to make such documentation. Once the documentation is agreed to, it shall be incorporated into this Easement and shall be filed at the City Clerk's Office along with a copy of this Easement.

RETURN TO: City of Madison
EDD – Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.s: 251-0709-184-0123-6
251-0709-184-0126-0

3. Reserved Rights. The City retains all ownership rights that are not expressly restricted by this Easement and are not inconsistent with this grant; including but not limited to the right to sell, mortgage, or donate the property subject to the terms and conditions of this Easement.
4. Restrictions on Use. Notwithstanding the provisions of Paragraph 1, the Grantee's use of this Easement shall be restricted as follows:
 - a. The Grantee shall contact the City Parks Division prior to any tree trimming in the Easement Area. No tree trimming will be allowed in the Easement Area without prior written approval of the City Parks Division, which consent shall not be unreasonably withheld.
 - b. Grantee shall not use the Easement Area for open storage of or permanent parking of vehicles or equipment of any kind.
5. Tree Trimming and Maintenance.
 - a. The work of tree trimming shall be done and completed in a good and professional manner at the sole expense of the Grantee and shall be performed in such a manner as in no way to interfere with or endanger the use of the Easement Area. In all cases, the Grantee shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any tree trimming and maintenance activity. To the extent that City Ordinances may otherwise prevent Grantee from exercising its right to trim trees in the Easement Area, the City agrees that the terms of this Easement control and that tree trimming pursuant to the terms and conditions of this Easement is permissible in the Easement Area.
 - b. Following any tree trimming activity by Grantee in the Easement Area (or as soon thereafter as weather reasonably permits), the Grantee will promptly restore the Easement Area in a manner satisfactory to the City Parks Division.
 - c. Grantee shall not be responsible for the cost of any tree trimming activities undertaken by the City or initiated by the City. Grantee shall not be responsible for restoration or cleanup related to tree trimming activities undertaken by the City or initiated by the City.
6. Termination. In the event the Grantee defaults in the performance of any term or condition of this Easement and fails to remedy such default within thirty (30) days after written notice from the City, the City shall have the right, at its sole option, to declare this Easement void and terminate the same. Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Grantee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Grantee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due

diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

7. Indemnification. The Grantee shall be liable to and agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Grantee or its agents, employees, or subcontractors, in the performance of activities permitted under paragraphs 5a. or 5b. of this Easement. Negligence on the part of the City and its officials, officers, agents or employees shall not eliminate the indemnification obligation stated in the preceding sentence.
8. Additionally, Grantee's tree trimming contractor shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the City as an additional insured. As evidence of this coverage, Grantee's tree trimming contractor shall furnish to the City a certificate of insurance on a form provided by the City.
9. Authorized Agent. The City of Madison Parks Division or the Park Division's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Easement, with authority to administer this Easement lawfully on behalf of the City.
10. Notices. All notices to be given under the terms of this Easement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For the City: City of Madison Parks Division
 Attention: Parks Superintendent
 210 Martin Luther King Jr. Blvd.
 Room 104
 Madison, WI 53703

For Grantee: Bill Margetis
 5050 Lake Mendota Drive
 Madison, WI 53705

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

11. Compliance. The City and the Grantee shall comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
12. Severability. If any term or provision of this Easement 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 Easement and the same shall continue to be effective to the fullest extent permitted by law.
13. Binding Effect. This Easement shall inure to the benefit of the Grantee, their successors and assigns, and shall be binding upon the City, and their respective successors and assigns.
14. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the City and Grantee and their respective successors and assigns. The party named as Grantee in this Agreement and any successor or assign to the Grantee as fee simple owner of Lot 1, CSM 12633, shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in Lot 1, CSM 12633.

Exhibit A

Legal Description of Easement Area:

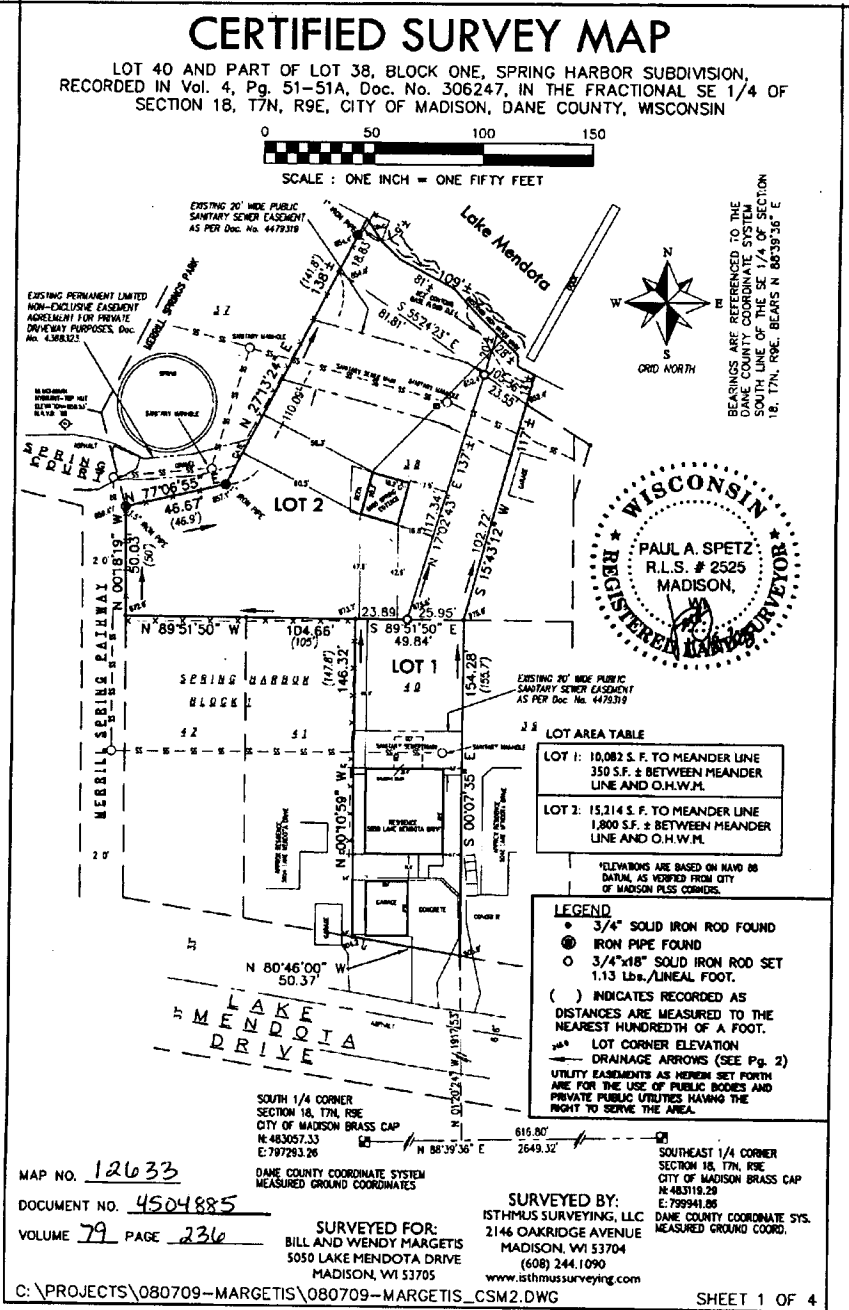
Lot 2, Certified Survey Map No. 12633 as recorded in Dane County Register of Deeds Office in Volume 79, page 236-239 of Certified Surveys, as Document No. 4504885, City of Madison, Dane County, Wisconsin

Address:	5100 Spring Court
Tax Parcel No.	251-0709-184-0123-6

Exhibit B

FORM NO. 985-A
HCM
 Stock No. 26273

4 5 0 4 8 5 4 3
 DANE COUNTY
 REGISTER OF DEEDS



Viewers are advised to ignore the illegible text on this exhibit. It is presented to show spatial relationships only.

Authorized by:

Leon Paul

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View north along eastern border of site

Margetis View Amenity

SUBJECT PROPERTY PHOTO ADDENDUM

Client: City of Madison
Property Address: 5100 Spring Court
City: Madison

File No.: 5100SpringCourt_GPAR
Case No.:
State: WI
Zip: 53705

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Margetis Residence



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: March 7, 2011
Appraised Value: \$ 861,000



REAR VIEW OF
SUBJECT PROPERTY