

PERPETUAL EASEMENT FOR PUBLIC SIDEWALK PURPOSES

TASC Force 2 LLC (the "Owners") being the owners of the property hereinafter described, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt whereof is hereby acknowledged, do grant, set over and convey to the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (the "City") its successors and assigns, a perpetual easement for public sidewalk purposes ("Easement"), including, but not limited to, the right of ingress and egress; the right to install, operate, maintain, repair, replace and modify the public sidewalk improvements; and the right to perform all work incidental thereto; in, on, under and through the parcel described below and depicted on attached Exhibit A (the "Easement Area").

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

Tax Parcel No.: 251-0710-062-1301-2

Easement Area description:

An eight foot wide pedestrian easement being located in part of Lot 24, Block 329, of Madison Square - Riley Plat, located in the City of Madison, Dane County, Wisconsin.

Beginning at the most southerly property corner of said Lot 24, being the intersection of the East right of way of North Fourth Street and the North Right of way of East Johnson Street. Thence N 45°50'07" W, along said East right of way of N. Fourth Street, 132.10 feet to the North property line of said Lot 24, thence N 44°10'10" E, along said North line, 8.00 feet; thence S 45°50'07" E, parallel to said East right of way, 132.10 feet to the North right of way of East Johnson Street; thence S 44°10'10" W, along said North right of way, 8.00 feet to the point of beginning.

1. Background. The Owner is constructing a new building located at 2202-2204 East Johnson St on parcel number 251-0710-062-1301-2 in the City of Madison. The Owners have obtained a Right of Way permit to install sidewalk in conjunction with the construction of the new building.
2. The Owners have agreed to provide the easement necessary to install the sidewalk on the portion of their property described in the Easement Area above, at no cost to the City.
3. Construction. The work of initial construction of the public sidewalk will be performed by the Owners in conjunction with their construction of the new building.
4. Reservation of Use by Owners. The Owners reserve the right to use and occupy the Easement Area in a manner consistent with the rights herein conveyed, provided that such use and occupancy shall not interfere with or disturb the City's installation, operation, maintenance, repair, replacement and/or modification of the public sidewalk improvements located therein. No above-ground improvements will be allowed in the Easement Area by the Owners, with the exception that pavement and/or concrete for driveway purposes will be permitted.
5. Landscaping by Owners. Plantings and landscaping within the Easement Area shall not obstruct routine maintenance by the City. In the event of repair or reconstruction, plantings and landscaping may be removed by the City without replacement or compensation to the Owners.

The Owners shall not change the grade of the Easement Area without the prior written approval of the City of Madison Engineering Division.

- 6. Compliance. The Owners and the City shall comply with all applicable laws with respect to this Easement, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
- 7. Amendment. This Easement 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 easement 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 Owners, their successors and assigns.
- 9. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
- 10. 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.
- 11. Public Record. This Easement will be recorded at the office of the Dane County Register of Deeds.

Dated this 22 day of May, 2011.

OWNER

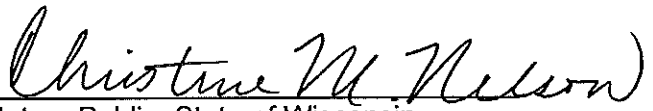


Timm Heller, Managing Partner

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 23 day of May, 2011, **Timm Heller**, known to be the person who executed the above foregoing instrument and acknowledged the same.





Notary Public, State of Wisconsin
CHRISTINE M. NELSON
Print or Type Name
My Commission: 9-16-12

This document is authorized by Resolution Enactment No. Res-10-_____, File ID No. _____, adopted by the Common Council of the City of Madison on _____ 2011.

Drafted by the City of Madison Office of Real Estate Services.

Real Estate Project No. 9677

EXHIBIT A

EXHIBIT "A"

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