

**PERMANENT LIMITED EASEMENT FOR
PUBLIC SANITARY SEWER MAIN PURPOSES**

Christopher D. Carpenter, being the owner of the property (“Owner”), hereinafter described as **Lot 2, Block 1, Spring Park, City of Madison, Dane County, Wisconsin, located at 5006 Lake Mendota Drive** (the “Property”), in consideration of the sum of One dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does grant, set over and convey unto the **City of Madison**, a Wisconsin municipal corporation, (“City”), Permanent Limited Easement for Public Storm Sewer Main Purposes (“Easement”), including, but not limited to, the right of ingress and egress; the right to excavate, install, operate, maintain, repair, replace and modify the sanitary sewer facilities (the “Facilities”); and the right to perform all work incidental thereto in the Property, as legally described on attached Exhibit B and depicted on attached Exhibit A (the “Easement Area”).

NOW, THEREFORE, the Christopher D. Carpenter hereby grants the Permanent Limited Easement for Public Storm Sewer Main Purposes to the City, subject to the following conditions:

1. Construction, Restoration, Repair and Maintenance.

- a. The work of construction, repair and maintenance the Facilities by the City shall be done and completed in a good and professional manner at the sole expense of the City 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 City shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction, repair or maintenance activity.
- b. All areas affected by the future work of the City shall be promptly restored to original grade and vegetation or surface condition, including repair or replacement of pavement and concrete, by and at the expense of the City after completion of said work (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to the Owner.
- c. No grade change to the Easement Area shall be made by the Owner without the prior written approval of the City Engineer.
- d. No above-ground improvements shall be located in the Easement Area by either party, with the exception that grates, sewer access structure (SAS) covers, and other access points to the Facilities shall be permitted at grade level.

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

Tax Parcel No's: 251-0709-184-0135-1

2. Reservation of Use by Owner. The Owner reserves 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 installation, operation, maintenance, repair, replacement and/or modification of any Facilities located therein. The City, if at all possible, will make every effort to avoid the existing boat house, garage and retaining walls which are located in the Easement Area and noted on attached Exhibit A, during any future maintenance of the Facilities. The Owner shall not hold the City liable for any future expense to move said boat house, garage or retaining walls, if need be, for maintenance of the Facilities.
3. Landscaping by Owner. Plantings and landscaping within the Easement Area shall not obstruct routine maintenance by the City. In the event of repair or reconstruction of the facilities is necessary, the City shall attempt to minimize damage to existing plantings and landscaping in the construction area. Upon completion of any repair or reconstruction, the City shall return the disturbed area to its pre-construction grade and seed as necessary. Owner shall be responsible for the replacement of plantings and landscaping.
4. Compliance. The City and Owner 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.
5. Amendment. The Easement may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.
6. 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 and shall be binding upon the parties hereto and their respective successors and assigns.
7. Applicable Law. The Easement shall be construed in accordance with the laws of the State of Wisconsin.
8. Severability. If any term or provision of the 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.
9. Public Record. This Easement will be recorded at the office of the Dane County Register of Deeds.

Dated this _____ day of _____, 2014.

CHRISTOPHER D. CARPENTER

By: _____
(signature)

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2014, the above named Christopher D. Carpenter, known to me to be the person who executed the above and foregoing instrument and acknowledged that she executed the foregoing instrument as owner, by her authority.

Notary Public, State of Wisconsin
My Commission: _____

Acceptance of this Permanent Limited Easement is authorized by Resolution Enactment No. RES-14-_____, File ID No. _____, adopted _____, 2014, by the Common Council of the City of Madison.

Drafted by the City of Madison Office of Real Estate Services RE Project No. 10239