

**TEMPORARY LIMITED EASEMENT  
FOR CONSTRUCTION PURPOSES**

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The **Community Development Authority of the City of Madison** (the “CDA”), being the owner of the property hereinafter described, 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 to **Bayview Housing Partners, LLC** (the “Grantee”), a Temporary Limited Easement for Construction Purposes (the “TLE”) upon, over, under and across a portion of the property, legally described in Exhibit A and depicted on Exhibit B (the “TLE Area”).

The TLE is subject to the following conditions:

1. Use of TLE Area.

- a. The Grantee’s use of the TLE Area shall be for the limited purposes of construction staging related to redevelopment activities on the adjacent property owned by the Grantee, which is legally described on attached Exhibit A (the “Grantee’s Property”).
- b. Allowable uses in the TLE Area include open storage of building materials and other equipment, and pedestrian and vehicular ingress related thereto.
- c. The Grantee shall erect a temporary fence or other barrier to secure materials and equipment to be stored in the TLE Area, and shall restore the free flow of traffic over and across the TLE Area following the expiration of this TLE.
- d. Access to the TLE Area shall be primarily via the curb cut on the west side of the TLE Area adjacent to the Brittingham Apartments Driveway.
- e. The Grantee agrees to maintain open and continuous access to Braxton Place and the Brittingham Apartments driveway and parking lot adjacent to the TLE Area at all times during the TLE period. Emergency vehicle access shall not be restricted at any time by daily use of or overnight storage within and adjacent to the TLE Area.
- f. The CDA shall be responsible for snow removal allowing ongoing access and reasonable use of the TLE Area.
- g. The Grantee shall frequently clean any mud/dirt resulting from use of the TLE Area from adjacent paved pedestrian and vehicular areas in order to prevent any hazards for residents with mobility issues. Grantee and the CDA shall mutually ensure the sidewalk along the east side of the TLE Area remains open for resident use at all times.
- h. The Grantee agrees for itself and its agents to use the TLE Area in a manner fully complying with all laws and other legal requirements.
- i. This TLE shall terminate upon the completion of construction on the Grantee’s Property, unless mutually extended by the CDA and the Grantee; or December 31, 2023, whichever occurs first.
- j. This TLE may be terminated at any time by either party giving the other party one hundred-eighty (180) days’ written notice.

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

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Tax Parcel No: 251-0709-233-0106-7  
251-0709-233-0101-7

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2. Indemnification.

- a. The Grantee shall be responsible for any personal injury or property damage which is based upon or arises from the Grantee’s acts or omissions which may occur in connection with this TLE.
- b. The Grantee shall be liable to and agrees to indemnify, defend and hold harmless the CDA, 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 CDA 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 officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this TLE, whether caused by or contributed to by the negligence of the CDA, its officers, officials, agents, or employees.
- c. The Grantee shall carry commercial general liability insurance covering as insured the Grantee and naming the CDA, the City of Madison, and their officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the CDA thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this TLE. As evidence of this coverage, the Grantee shall furnish the CDA with a certificate of insurance on a form approved by the CDA, and, if requested by the City Risk Manager, Grantee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this TLE is in effect, Grantee shall provide a renewal certificate to the CDA for approval.

3. Loss of Access. The Grantee agrees to waive any claim against the CDA and to hold the CDA harmless for damages resulting from loss of access or noncompliance with City of Madison zoning regulations or otherwise that may result from the termination of this TLE.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON**

By: \_\_\_\_\_  
Claude Gilmore, Chair

By: \_\_\_\_\_  
Matthew Wachter, Executive Director

**AUTHENTICATION**

The signatures of Claude Gilmore and Matthew Wachter, Chair and Executive Director, Respectively, of the Community Development Authority, are hereby authenticated on this \_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Kevin Ramakrishna  
Member of the Wisconsin Bar

This document is authorized by Resolution Enactment No. \_\_\_\_\_, File ID No. \_\_\_\_\_, adopted by the Community Development Authority of the City of Madison on \_\_\_\_\_, 2021.

Drafted by the City of Madison Office of Real Estate Services, Real Estate Project No. 12271.

**EXHIBIT A**  
**Legal Descriptions**

**TLE Area:**

A vacant site of approximately 20,000 square feet located within a larger parcel of land more particularly described as follows:

Lot 1 of CSM 1596, recorded as Doc. No. 1417473 at the Dane County Register of Deeds, on December 31, 1974, except for the western 33 feet thereof.

Tax Parcel No:           251-0709-233-0106-7 (755 Braxton Place)

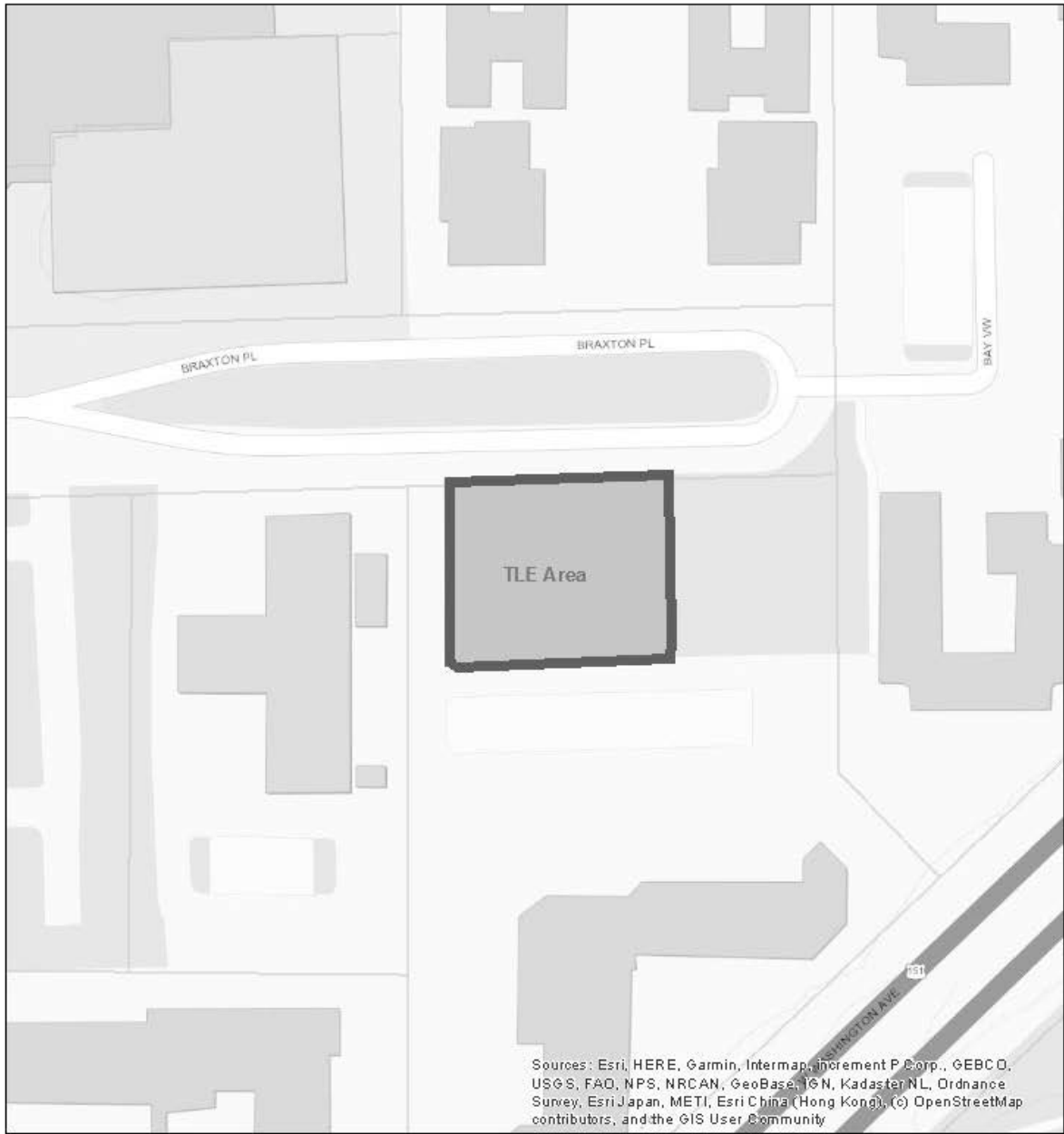
**Grantee's Property:**

Lot 3, Block 3, Triangle Plat, being a Replat of Parts of Greenbush Addition, Pregler's Addition, Faber's Subdivision, and Murphy's Replat, excluding part used for highway right-of-way recorded in Volume 18621, Page 32.

Tax Parcel No:           251-0709-233-0101-7 (601 Bay View)

# EXHIBIT B

## TLE Area



March 4, 2021

□ Parcels



0 62.5 125 250 Feet

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

