

Document Number

Document Title

**TEMPORARY LIMITED ACCESS
EASEMENT FOR IRRIGATION
SYSTEM**

THIS TEMPORARY LIMITED ACCESS EASEMENT, is made by and between the County of Dane (hereinafter referred to as “Owner”), and the City of Madison (hereinafter referred to as “City”).

RECITALS

WHEREAS, the Owner is the owner in fee simple of property located in the City of Madison, Dane County, Wisconsin (hereinafter referred to as the “Premises”) described on the attached Exhibit A and depicted on the attached Exhibit B, both made a part herein;

WHEREAS, in accordance with a Development Agreement entered into by both parties, the Owner and the City have entered into a lease of the Premises which allows the City’s continued operation golf course holes on all or portions the Premises through 2042;

WHEREAS, the golf course area shall be reduced over time in accordance with the Development Agreement and lease and the City desires to continue to operate all or a portion of the irrigation system for the golf operation through October 31, 2025 and simultaneously and/or subsequently relocate its irrigation system to serve the remaining golf course area;

WHEREAS, the City requires access to the Premises through October 31, 2026 in order to remove and relocate its existing irrigation system to serve the remaining golf holes;

NOW, THEREFORE, the Owner hereby grants to the City this non-exclusive Easement for the purposes described above at no cost and it is understood by the Owner and the City that this Easement is subject to the following conditions:

1. Grant of Easement. The Owner hereby grants to and for the benefit of the City and the City hereby accepts from the Owner, a Temporary Limited Access Easement upon, over and across the Premises through October 31, 2026 as depicted in the attached Exhibit B (hereinafter referred to as the “Access Easement Area”).
2. Use of Easement. The City, its employees, agents and or assigns, shall have the right to use the Access Easement Area for purposes of ingress and egress of vehicles and construction equipment in conjunction with the removal and relocation of the City’s irrigation system, which activities may include but are not limited to surveying, excavating, grading, seeding and restoration of disturbed areas. The City agrees for itself and its employees and agents to use the Access Easement Area in a manner fully complying with all laws and other legal requirements.

Recording Area

Return: County of Dane
Attn: Real Estate Coordinator
5201 Fen Oak Drive, #208
Madison, WI 53718

Parcel Identification Number (PIN):

3. Maintenance of Easement Areas. The City shall maintain the Access Easement Area in a safe condition at all times and construction areas shall be clearly marked. All fill, waste materials and other debris shall be disposed of by the City. The City shall repair and/or restore, at its cost, any disturbed areas within the Access Easement Area to pre-existing conditions.
4. Termination. This easement shall terminate upon the earlier of October 31, 2026, or upon the City providing written notice of termination to Owner. The Owner may agree to extend this Easement on an additional month-to-month basis by providing the City with written notice thereof.
5. Amendment. This Easement may not be amended or modified without the written consent of all parties hereto.
6. Notices. All notices to be given under the terms of the Agreement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the addresses of the parties specified below:

To Owner: Dane County Department of Waste & Renewables
Attn: Director
1919 Alliant Energy Center Way
Madison, WI 53713

To City: City of Madison
Attn: Manager, Office of Real Estate Services
PO Box 2983
Madison, WI 53703

7. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities, which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. 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 or expiration of this agreement.
8. Severability. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
9. Enforcement. It is intended that this Easement shall be construed as being an adequate and legally enforceable Easement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

10. Applicable Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

END OF CONDITIONS

IN WITNESS WHEREOF, the Owner grants this Easement and has caused this instrument to be executed on its behalf this _____ day _____, 2022.

County of Dane

By _____ (SEAL)
Scott McDonell, County Clerk

IN WITNESS WHEREOF, the City hereby accepts and consents to the terms and conditions of this Easement this ____ day _____, 2022.

City of Madison

By _____ (SEAL)
Satya Rhodes-Conway, Mayor

This instrument drafted by:
County of Dane / SJ **Smith**

EXHIBIT A

Legal Description of Easement Area

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter of Section 25, part of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter of Section 36, all located in Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the Northeast Corner of Section 36;

thence South 00°14'45" West, along the East line of the Northeast Quarter of Section 36, 886.93 feet to the Northeast corner of Certified Survey Map 6623 recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;
thence South 70°11'29" West, along the North line of said Certified Survey Map 6623, 1,408.95 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 36;
thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;
thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the South Quarter Corner of said Section 25;
thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section 25, 2,648.86 feet to the Center Quarter Corner of said Section 25;
thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section 25, 436.32 feet to the Southerly right of way line of United States Highway 12 and 18 as described in the State of Wisconsin Transportation Project Plat 3080-01-26;
thence along said Southerly right of way line for the next 16 courses:
South 72°02'15" East, 445.53 feet;
South 65°27'59" East, 156.63 feet;
South 71°33'05" East, 400.03 feet;
South 75°52'43" East, 318.21 feet;
South 72°02'15" East, 80.04 feet;
South 00°26'49" West, 95.01 feet;
North 88°14'23" East, 268.49 feet;
South 72°02'15" East, 396.29 feet;
South 69°45'02" East, 196.57 feet;
South 67°27'49" East, 179.16 feet;
South 61°23'44" East, 100.00 feet;
South 49°15'34" East, 100.00 feet;
South 37°07'25" East, 100.00 feet;
South 24°59'16" East, 100.00 feet;
South 12°57'08" East, 98.35 feet;
South 06°59'06" East, 75.62 feet to the West right of way line of County Highway AB;
thence South 00°24'10" West, along said West right of way line, 444.66 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 25;
thence North 88°09'25" East, along said South line, 33.02 feet to the East line of the Southeast Quarter of said Section 25;
thence South 00°24'10" West, along said East line, 1,319.38 feet to the **Point of Beginning**.

These described lands hereof, contain 10,074,391 square feet or 231.28 acres, more or less, and is subject to restrictions, reservations, rights of way and easements of records.

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EXHIBIT B

Map of Easement Area