

TEMPORARY ACCESS EASEMENT

High Point Church, Inc., a Wisconsin non-stock corporation (the “Grantor”) being the owner of the property hereinafter described, in consideration of the sum of One and /00 Dollars (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does grant, set over and convey to the **City of Madison**, a Wisconsin municipal corporation (the “City”) a temporary access easement (the “Access Easement”), including, but not limited to, the right of ingress and egress; the right to excavate, install, operate, maintain, repair, replace and modify a those improvements necessary for a temporary access drive (the “Access Facilities”); and the right to perform all work incidental thereto, over, across and through a portion of the Grantor’s property as hereinafter described.

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located at 7702 Old Sauk Road in the City of Madison, Dane County, Wisconsin (the “Grantor’s Property”), as legally described on attached Exhibit A; and

WHEREAS, the City is the owner in fee simple of certain real property located at 1005 N. High Point Road (the “City’s Property”), adjacent to and northerly of the Grantor’s Property in the City of Madison, Dane County, Wisconsin, as legally described on attached Exhibit A; and

WHEREAS, the City’s Engineering Division conducted the Pheasant Branch Watershed Study, which identified that Wexford Pond has accumulated sediment that needs to be dredged to improve its efficiency for storage and nutrient removal; and

WHEREAS, to accomplish the necessary work, the City requires an access route southerly from the City’s Property to Old Sauk Road, over the Grantor’s Property, for construction purposes including the hauling of material dredged from the Wexford Pond areas, as depicted on attached Exhibit B; and

WHEREAS, the Grantor has agreed to grant this Access Easement upon, over, across and through a portion of the Grantor’s Property to provide the City with a temporary access to the City’s Property from Old Sauk Road for the dredging and restoration of the Wexford Pond and Greenway in conjunction with the Wexford Pond Dredging project, Engineering Project No. 12750.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy and receipt whereof is hereby acknowledged, the Grantor and the City agree as follows:

1. Grant of Easement. The Grantor hereby grants to the City this Access Easement upon, over, across and through a portion of the Grantor’s Property, as is designated on attached Exhibit B (the “Access Easement Area”).
2. Use of Access Easement Area.

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

Tax Parcel Nos.: 251/0708-143-0099-6
251/0708-143-0096-2

- a. The work and construction of the Access Facilities shall be done and completed in accordance with Contract No. 8876, associated with City Engineering Wexford Pond Dredging Project No. 12750 (“Dredging Project”).
 - a. This Access Easement shall provide limited, temporary ingress and egress from Old Sauk Road to the City’s Property over the Grantor’s Property including the Grantor’s existing driveway and the temporary Access Facilities constructed by the City. This Access Easement is solely for those vehicles and pedestrians associated with the Dredging Project, its employees, contractors and agents, to enable the performance of work related to the Dredging Project within the City’s Property.
 - b. The City agrees for itself and its employees, contractors and agents to use the Access Easement Area in a manner fully complying with all laws and other legal requirements.
 - c. The City reserves the right to use and occupy the Access Easement Area in a manner consistent with the rights conveyed herein, provided that such use and occupancy shall not unreasonably interfere with or disturb the Grantor’s Property.
 - d. That portion of the Access Easement that is located over the Grantor’s existing driveway improvements shall be used by the City as provided herein, in common with the Grantor and the Grantor’s agents, employees, tenants, licensees, invitees, successors and assigns (collectively, the “Grantor’s Parties” or individually a “Grantor’s Party”). The Grantor’s Parties shall have the right to use and enjoy the existing driveway improvements located within a portion of the Access Easement Area, provided such use does not unreasonably interfere with the use of the Access Easement Area by the City for the purposes set forth herein.
 - e. The Access Easement Area over the temporary Access Facilities constructed by the City shall be used exclusively by the City, and its employees, contractors and agents as provided herein for the duration of this Access Easement.
3. Limitations of Easement.
- a. Neither the City, nor the Grantor’s Parties may erect or permit to be erected any sign, fence, wall, pole, post, or any other facility or structure so as to obstruct or interfere with the use of the Access Easement Area.
 - b. The City shall not use the Access Easement Area for open storage or permanent parking of vehicles or equipment of any kind.
 - c. The City shall use the Access Easement Area only as a route of travel from Old Sauk Road to and from the City’s Property. The City shall not permit the Access Easement Area to become, or to be construed to be, a route of access by the general public to use the City’s Property.
4. Maintenance of Access Easement Area.
- a. The City shall maintain the Access Facilities and the Grantor’s existing driveway improvements within the Access Easement Area for the term of this Access Easement, as defined herein.

- b. The City shall promptly restore and repair damage to the Grantor's driveway improvements within the Access Easement Area as a result of the use of the said area by or on behalf of the City after the completion of the Dredging Project, or as soon thereafter as weather reasonably permits, in a manner reasonably satisfactory to the Grantor.
5. Term. This Access Easement shall terminate upon the completion of the construction described in the Dredging Project, or December 31, 2024, whichever occurs first.
6. Indemnification. The Grantor and the City shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, as it pertains to this Access Easement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. 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 Access Easement.
7. Termination. If at some time in the future the Grantor and the City wish to terminate this Access Easement for reasons other than those set forth in Paragraph 5 included herein, they may agree to do so upon written notice in accordance with Paragraph 8 included herein. Upon such termination, the rights of the City under this Access Easement shall terminate.
8. Notices. All formal notices to be given under the terms of this Access 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. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Access Easement:

For the Grantor: High Point Church, Inc.
Attn: Brandon Ellis
7702 Old Sauk Road
Madison, WI 53717
bellis@highpointchurch.org

For the City: City of Madison
Economic Development Division
Office of Real Estate Services
Attn: Jenny Frese
PO Box 2983
Madison, WI 53701-2983
jfrese@cityofmadison.com and ores@cityofmadison.com

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

9. Amendment. This Access Easement may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.
10. 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 Grantor, its respective successors and assigns.
11. Applicable Law. This Access Easement shall be construed in accordance with the laws of the State of Wisconsin.
12. Severability. If any term or provision of this Access 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 Access Easement and the same shall continue to be effective to the fullest extent permitted by law.
13. Public Record. This Access Easement will be recorded at the office of the Dane County Register of Deeds.

[signature page follows]

EXHIBIT A
Legal Descriptions

Grantor's Property:

A parcel of land located in the SW 1/4 and SE 1/4 of the SW 1/4 of Section 14, T7N, R8E, City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the South quarter corner of said Section; thence S88°29'30"W, along the southerly line of said SW 1/4, 420.57 feet to the point of beginning; thence continuing S88°29'30"W, 904.43 feet; thence N01°30'30"W, 33.00 feet; thence N88°29'30"E, 245.00 feet to a point of curve; thence southwesterly on a curve to the right which as a radius of 995.00 feet and a chord which bears S89°49'12"W, 46.13 feet; thence N88°51'06"W, 199.09 feet; thence N01°30'30"W, 906.70 feet; thence N 88°29'30"E, 235.00 feet; thence S44°52'18"E, 247.59 feet; thence N88°29'30"E, 235.00 feet; thence S44°52'18"E, 247.59 feet; thence N88°29'30"E, 372.75 feet; thence S74°30'00"E, 246.92 feet; thence S15°30'00"W, 374.14 feet; thence S01°30'30"E, 340.00 feet to the point of beginning;

Except the southerly 33 feet thereof and also excepting therefrom lands conveyed to the City of Madison for street right-of-way per Document No. 2244482.

City's Property:

Part of all ¼'s of the SW 1/4 of Section 14, T7N, R8.E, City of Madison, Dane County, Wisconsin, to-wit: Commencing at the south quarter corner of said Section 14; thence S88°29'30"W, 420.57 feet; thence N01°30'30"W, 340.00 feet; thence N15°30'00"E, 575.86 feet to the most northwesterly corner of Lot 3, Certified Survey #3525, recorded in Volume 14 of Certified Surveys on page 109-112, Dane County Registry, and the point of beginning; thence S15°30'00"W, 201.72 feet; thence N74°30'00"W, 246.92 feet; thence S88°29'30"W, 372.75 feet.; thence N44°52'18"W, 247.59 feet, thence S88°29' 30"W, 235.00 feet; thence N01°30' 30"W, 600. 00 feet; thence N64°36'04"W, 328.93 feet; thence N38°11'00"W, 536.35 feet; thence N88°15'11"W, 398.04 feet; thence N01°44'49"E, 100.00 feet; thence S88°15'11"E, 144.75 feet; thence S38°11'01"E, 164,41 feet; thence N87°36'50"E, 151.62 feet; thence S10°35'26"E, 257.51 feet; thence S45°49' 14 "E, 118. 46 feet; thence S64 °36 '04 "E, 194.31 feet; thence 885 °40' 52 "E, 438.31 feet; thence S79°43' 54 "E, 315.31 feet; thence S73°10'53"E, 15.00 feet; thence S27°24'42"W, 58.27 feet; thence S22°09'43"W, 81.39 feet; thence S60°47' 13"W, 185,00 feet; thence S34°39'46"W, 107.00 feet; thence S03°56'32"W, 132.37 feet; thence S38°04'29"E, 139,93 feet; thence S75°58'36"E. 126,81 feet; thence S78°56'56"E, 341.68 feet.; thence S82°00'00"E, 91.39 feet to the point of beginning.

AND ALSO: Lot 3, Dane County Certified Survey Map No. 3525, recorded in Volume 14 of Certified Surveys, pages 109 – 112, as Document No. 1674698, in the City of Madison, Dane County, Wisconsin.

File: S:\MAD\1000--1099\1020\126\Drawings\CAD\Civil_3d\RW\Access Easement_graphic.dwg Time: Aug 31, 2022 -- 1:37pm

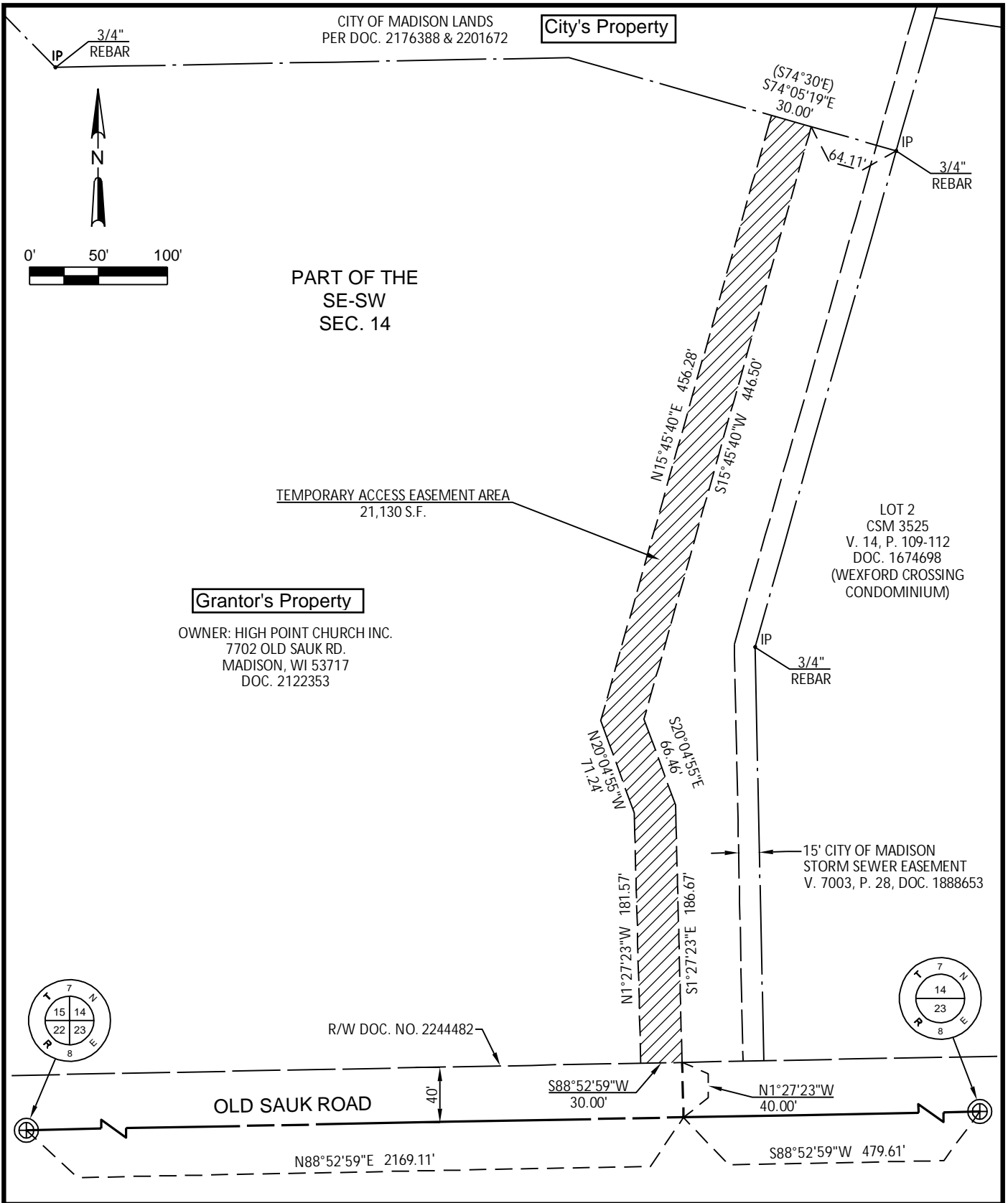


EXHIBIT B
TEMPORARY ACCESS EASEMENT
 HIGH POINT CHURCH INC.
 CITY OF MADISON
 DANE COUNTY, WISCONSIN



REAL ESTATE PROJECT NO:
ENGINEERING PROJECT NO: 12750