

**AMENDED VIEW PRESERVATION
EASEMENT**

This **Amended View Preservation Easement** (the “Amendment”) is made this _____ day of _____, 2025, by the **City of Madison**, a Wisconsin municipal corporation (the “City”), and **Jessica Y. and Kendall W. Harrison** (the “Grantee”).

WITNESSETH:

WHEREAS, the City is the owner of certain real property located in the City of Madison, Dane County, Wisconsin, with the address of 5102 Spring Ct. in Madison, and more particularly described on attached Exhibit A (“Merrill Springs Park”); and,

WHEREAS, Grantee is the owner of certain real property located in the City of Madison, Dane County, Wisconsin, with the address of 5050 Lake Mendota Dr., and more particularly described on attached Exhibit A (“Grantee’s Property”); and,

WHEREAS, on December 29, 2011, the City acquired Lot 2 of Certified Survey Map No. 12633 from Grantee’s predecessors in interest to expand Merrill Springs Park. As a condition of this purchase, on December 30, 2011, the City granted a Permanent Limited Easement for View Preservation over a portion of Merrill Springs Park for the benefit of Grantee’s predecessors, their successors and assigns, for view preservation purposes, which easement is recorded in the Dane County Register of Deeds as Doc. No. 4829662 (the “Easement”); and,

WHEREAS, in order to preserve the view from Grantee’s Property to Lake Mendota that existed at the time of the purchase and granting of the Easement, the Easement provided that the view would be documented photographically in the summer following the execution of the Easement. However, this was not done and there is uncertainty between the City and the Grantee (the “Parties”) regarding the extent of the Easement; and,

WHEREAS, the Parties are in agreement that the Easement should be amended to clarify and better define the view preservation easement.

NOW, THEREFORE, the City and the Grantee hereby amend the Easement, for the benefit of the Grantee, their successors and assigns.

This Amendment is subject to the following terms and conditions:

1. Exhibits A and B of the Easement are replaced by Exhibits A, B and C to this Amendment.

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

Tax Parcel Nos: 251-0709-184-0122-8
251-0709-184-0126-0

2. Paragraph 1 of the Easement is amended as follows:

- “1. Purpose. The purpose of the Easement is to ~~preserve the existing view~~ protect the view of Lake Mendota from the Grantee’s residence located at 5050 Lake Mendota Drive, Madison, WI, legally described as Lot 1, Certified Survey Map No. 12633, through Merrill Springs Park. The portion of Merrill Springs Park subject to this view preservation easement (the “Easement Area”) is described on Exhibit B and depicted on Exhibit C.”

3. Paragraph 2 of the Easement is amended as follows:

- “2. Easement Holder’s Rights. The Grantee’s easement rights include, and are limited to, the restriction on the construction of structures and the planting and maintenance of trees and certain vegetation in the Easement Area by the City which would obstruct the Grantee’s view of Lake Mendota from the Grantee’s residence located at 5050 Lake Mendota Drive, ~~as it currently exists.~~ The Grantee shall also have the right to trim trees and non-compliant vegetation in the Easement Area, as set forth in Paragraph 4 of the Amendment, at the Grantee’s expense, to protect ~~preserve~~ the view of Lake Mendota from Grantee’s residence, ~~as currently exists. The existing view from the Grantee’s residence shall be established by photographic documentation in the summer following the execution of this Easement. Grantee shall allow representatives of the City onto Grantee’s property and into Grantee’s residence, at a mutually agreeable time, to make such documentation. Once the documentation is agreed to, it shall be incorporated into this Easement and shall be filed at the City Clerk’s Office along with a copy of this Easement.”~~

4. Vegetation Restrictions. In order to protect Grantee’s view within the Easement Area, extending north toward Lake Mendota from Grantee’s Property, and as depicted on Exhibit C, the City’s planting and maintenance of vegetation is restricted as follows:

- The first twenty-five (25) feet north from Grantee’s Property towards Lake Mendota shall be Zone 1. Within Zone 1, plantings shall not exceed four (4) feet in height from the ground.
- The next twenty-five (25) feet towards Lake Mendota shall be Zone 2. Within Zone 2, plantings shall not exceed six (6) feet in height from the ground.
- The next twenty-two (22) feet towards Lake Mendota shall be Zone 3. Within Zone 3, plantings shall not exceed ten (10) feet in height from the ground.
- Beyond Zone 3 towards the Lake Mendota shoreline shall be Zone 4. Within Zone 4, plantings shall not exceed ten (10) feet in height from the ground.

The City shall be responsible for maintaining vegetation within the applicable Zones at or below these height restrictions. Grantee shall have the right to trim vegetation in the Easement Area, at Grantee’s expense, to the extent that vegetation exceeds the height thresholds in the applicable Zones.

For the purposes of this Easement and this Amendment, the term “vegetation” does not

include trees, which remain subject to Paragraphs 2 and 3 of the Easement. “Trees” are defined as any single stemmed, woody plant.

5. Paragraph 3 of the Easement is amended as follows:

“3. Reserved Rights. The City retains all ownership rights that are not expressly restricted by this Easement and are not inconsistent with this grant; including but not limited to the right to sell, mortgage, or donate the property subject to the terms and conditions of this Easement. After providing notice to Grantee, the City is entitled to replace, in the same general location, any tree within the Easement Area with a similar tree of similar height and crown, and may add other trees on the Merrill Springs Park property outside the Easement Area at its sole discretion.”

6. Paragraph 4 of the Easement is amended as follows:

“4. Restrictions on Use. Notwithstanding the provisions of Paragraph 3 and Paragraph 4 of the Amendment, the Grantee’s use of this Easement shall be restricted as follows:

- a. The Grantee shall contact the City Parks Division seven (7) days prior to any vegetation or tree trimming in the Easement Area. No vegetation or tree trimming will be allowed in the Easement Area without prior written approval of the City Parks Division, which consent shall not be unreasonably withheld. Tree trimming will be allowed, provided that it isn’t a risk to the tree’s health, and the trimming is necessary to protect the view from the Grantee’s residence.
- b. The Grantee shall not use the Easement Area for open storage of or permanent parking of vehicles or equipment of any kind.”

7. Paragraph 5 of the Easement is amended as follows:

“5. Vegetation and Tree Trimming and Maintenance.

- a. The work of tree trimming shall be done and completed in a good and professional manner, and the work of vegetation trimming shall be done in an appropriate manner consistent with Parks Division standards, at the sole expense of the Grantee 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 Grantee shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any vegetation and tree trimming and maintenance activity. To the extent that City Ordinances may otherwise prevent Grantee from exercising its right to trim vegetation and trees in the Easement Area, the City agrees that the terms of this Easement control and that vegetation and tree trimming pursuant to the terms and conditions of this Easement is permissible in the Easement Area.

- b. Following any vegetation and tree trimming activity by Grantee in the Easement Area (or as soon thereafter as weather reasonably permits), the Grantee will remove the loose brush or branches resulting from the trimming and promptly restore the Easement Area in a manner satisfactory to the City Parks Division.
- c. Grantee shall not be responsible for the cost of any vegetation and tree trimming activities undertaken by the City or initiated by the City. Grantee shall not be responsible for restoration or cleanup related to vegetation and tree trimming activities undertaken by the City or initiated by the City.”

8. Paragraph 10 of the Easement is replaced as follows:

“10. Notices. All notices to be given under the terms of this Amendment 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 utilize 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 Amendment.

For the City: City of Madison Parks Division
 Attention: Parks Superintendent
 330 E. Lakeside St.
 Madison, WI 53715
 parks@cityofmadison.com

For Grantee: Jessica & Kendall Harrison
 5050 Lake Mendota Drive
 Madison, WI 53705
 jtyharrison@gmail.com
 kharrison@gklaw.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 in substitution of the address shown above to which notices shall be given.”

9. Counterparts; Electronic Delivery. This Amendment and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Amendment may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Amendment may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Amendment may be delivered by facsimile or email and upon receipt will be deemed original and binding

upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Amendment, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties have entered into this Amended View Preservation Easement as of the date written above.

GRANTEES

By: _____
Jessica Y. Harrison

By: _____
Kendall W. Harrison

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2025, the above named Jessica Y. and Kendall W. Harrison, known to me to be the persons who executed the above and foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print or Type Name
My Commission: _____

Dated this _____ day of _____, 2025.

CITY OF MADISON

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth L. Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this _____ day of _____, 2024.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Drafted by the City of Madison City Attorney's Office

Real Estate Project No. 9567

Execution of this easement by the City of Madison is authorized by Resolution Enactment No. RES-____ - _____, File ID No. _____, approved by the Board of Park Commissioners on _____, 2025, and adopted by the Common Council on _____, 2025.

Exhibit A

Legal Description of Merrill Springs Park:

Lot 37, Block One Spring Harbor, and Lot 2, Certified Survey Map No. 12633 as recorded in Dane County Register of Deeds Office in Volume 79, page 236-239 of Certified Surveys, as Document No. 4504885, City of Madison, Dane County, Wisconsin

| | |
|----------------|---------------------|
| Address: | 5102 Spring Court |
| Tax Parcel No. | 251-0709-184-0122-8 |

Legal Description of Grantee's Property:

Lot 1, Certified Survey Map No. 12633 as recorded in Dane County Register of Deeds Office in Volume 79, page 236-239 of Certified Surveys, as Document No. 4504885, City of Madison, Dane County, Wisconsin

| | |
|----------------|-------------------------|
| Address: | 5050 Lake Mendota Drive |
| Tax Parcel No. | 251-0709-184-0126-0 |

Exhibit B

Easement Area:

That portion of Lot 37, Block One Spring Harbor, and Lot 2, Certified Survey Map No. 12633 as recorded in Dane County Register of Deeds Office in Volume 79, page 236-239 of Certified Surveys, as Document No. 4504885, City of Madison, Dane County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 2, Certified Survey Map No. 12633, and continuing west along the southern line of Lot 2 for 41 feet, then continuing northeasterly in a line approximately parallel to the eastern line of Lot 2 for 73 feet to a point that is 50 feet from the nearest point on the eastern line of Lot 2, then continuing northwesterly approximately 170 feet to the northwest corner of Lot 37, Block One Spring Harbor and the ordinary high water mark of Lake Mendota, then continuing east along the shoreline of Lake Mendota to the eastern line of Lot 2, then continuing S17°02'43"W, approximately 137 feet to the southeast corner of Lot 2 and the point of beginning.

Exhibit C

