Due to the COVID-19 pandemic, the Verona Public Works/Sewer & Water Committee will hold its meeting as a virtual meeting. The Verona Public Works/Sewer & Water Committee will not meet at City Hall, 111 Lincoln Street. Members of the Verona Public Works/Sewer & Water Committee and Staff will join the meeting by using Zoom Webinar, as described immediately below.

Members of the public can join the meeting using Zoom Webinar via a computer, tablet, or smartphone, or by calling into the meeting using phones, as described immediately below.

Join the meeting via computer, tablet, or smart phone:
https://zoom.us/j/95173149261
Webinar ID: 951 7314 9261

Join the meeting via phone by dialing:
301-715-8592
Meeting ID: 951 7314 9261

**Agenda Items**

1. Call to order.
2. Roll call.
3. Approval of the minutes of the May 26, 2020 meeting of the Public Works/Sewer and Water Committee.
4. Discussion and action regarding easement for Parcel 1 located along Bruce Street for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.
5. Discussion and action regarding easement for Parcel 4 located on Dane County Property for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.
6. Discussion and action regarding easement for Parcel 5 located at 714 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.
7. Discussion and action regarding easement for Parcel 6 located at 716 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.
8. Discussion and action regarding easement for Parcel 7 located at 718 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.

10. Discussion and action regarding easement for Parcel 9 located on Dane County Property for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.

11. Adjourn.

Evan Touchett
Chairperson

POSTED: Verona City Hall
       Miller’s Market

ALL AGENDAS ARE POSTED ON THE CITY’S WEBSITE AT www.ci.verona.wi.us

IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS, OR OTHER ACCOMMODATION TO ACCESS THE MEETINGS, PLEASE CONTACT THE CITY CLERK AT 845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.
1. The meeting was called to order by Mr. Touchett at 5:15pm.

2. Roll Call: Present: Evan Touchett, Chad Kemp, Charlie Ryan. Also present: Theran Jacobson, Director of Public Works; Carla Fischer, City Engineer, AECOM; Mike Wegner, Brown & Caldwell. Note: This was a remote meeting via Zoom, instructions on how to join were included with the posted agenda. No other remote attendees were present.

3. MOVED by Touchett, seconded by Kemp, to approve the minutes of the April 13, 2020 meeting of the Public Works/Sewer and Water Committee. Motion carried 3-0.

4. MOVED by Touchett, seconded by Kemp, to recommend approval of land acquisition agreement with Ms. Schultz for Project 2018-108, Eastside Sanitary Sewer Interceptor Replacement, contingent upon City Administrator and Attorney review. Motion carried 3-0.

5. MOVED by Touchett, seconded by Kemp, to recommend approval of Amendment No. 1 with Brown and Caldwell for Project 2018-114, Lincoln Street storm water management facility, in the amount not to exceed $35,470. Motion carried 3-0.

6. MOVED by Touchett, seconded by Ryan, to recommend approval of professional services agreement with AECOM for Project 2018-114, Lincoln Street storm water management facility, in an amount not to exceed $65,080. Motion carried 3-0.

7. MOVED by Kemp, seconded by Touchett, to adjourn at 5:41pm. Motion carried 3-0.

Note: These minutes were prepared by Theran Jacobson, Director of Public Works. These minutes are based on the notes of the recorder and are subject to change at a subsequent meeting.
Public Works/Sewer & Water Committee

Listed below is an explanation of the items on the Public Works Committee agenda.

**Item (4) through (10) Executive summary**

The replacement of the eastside sanitary sewer interceptor requires the acquisition of permanent and temporary limited easements. The area of acquisition varies depending upon the location. The permanent limited easement will remain with the asset but the temporary limited easement will abolish at termination of the project. Permanent limited easements are typically acquired at a 25% of the land value and temporary limited easements are acquired at a rate of 10% of the land value multiplied by the duration of the project in years, for this project one and one-half (1.5) years were used. An overview figure of the parcel numbers is included for reference.

**Item (4) Easement for Parcel 1 located along Bruce Street for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement.**

Parcel 1 also known as the Matt’s property between Bruce Street and S. Main Street requires the following easements for the project:
- Permanent limited easement = 1.25 acres
- Temporary limited easement = 0.94 acres

The land value was determined from an appraisal performed in 2018 (with inflation factor added) when the Park department acquired the approximately 13 acres to the west from the property owner. The land value was calculated to be $6,365 / acre.

The offer presented to the owner was $2,900 per the easement needs and percent ratios to calculate the monetary offer.

The owner has verbally accepted the offer.

The easement shall be contingent on City Administrator and City Attorney review.

**Item (5) Easement for Parcel 4 located on Dane County Property for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement.**

Parcel 4 is located on Dane County property along the Badger Mill Creek (parcel ID 0608-221-8001-2) requires the following easements for the project:
- Permanent limited easement = 0.88 acres
- Temporary limited easement = 0.90 acres
Dane County staff is working with City staff to include work associated with the interceptor project in lieu of payment for the easement; City will be performing clearing and grubbing and earth work elements along the project while Dane County will be performing in-stream improvements to Badger Mill Creek. A separate Intergovernmental Agreement between Dane County and the City which will be presented to the council at the next meeting.

Dane County staff has agreed to the easement language.

The easement shall be contingent on City Administrator and City Attorney review.

**Item (6) Easement for Parcel 5 located at 714 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.**

Parcel 5 requires the following easements for the project:

- Permanent limited easement = 0.05 acres
- Temporary limited easement = 0.21 acres

The land value was determined from fair market land values of the parcels along Arbor Vitae Place. The land value was calculated to be $130,000 / acre.

The offer presented to the owner was $5,950 per the easement needs and percent ratios to calculate the monetary offer.

The owner has verbally accepted the offer.

The easement shall be contingent on City Administrator and City Attorney review.

**Item (7) Easement for Parcel 6 located at 716 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.**

Parcel 6 requires the following easements for the project:

- Permanent limited easement = 0.15 acres
- Temporary limited easement = 0.30 acres

The land value was determined from fair market land values of the parcels along Arbor Vitae Place. The land value was calculated to be $130,000 / acre.

The offer presented to the owner was $10,800 per the easement needs and percent ratios to calculate the monetary offer.

The owner has verbally accepted the offer.

The easement shall be contingent on City Administrator and City Attorney review.
Item (8) Easement for Parcel 7 located at 718 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.

Parcel 7 requires the following easements for the project:
- Permanent limited easement = 0.08 acres
- Temporary limited easement = 0.17 acres

The land value was determined from fair market land values of the parcels along Arbor Vitae Place. The land value was calculated to be $130,000 / acre.

The offer presented to the owner was $6,000 per the easement needs and percent ratios to calculate the monetary offer.

The owner has verbally accepted the offer.

The easement shall be contingent on City Administrator and City Attorney review.

Item (9) Easement for Parcel 8 located at 720 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.

Parcel 8 requires the following easements for the project:
- Permanent limited easement = 0.00 acres
- Temporary limited easement = 0.05 acres

The land value was determined from fair market land values of the parcels along Arbor Vitae Place. The land value was calculated to be $130,000 / acre.

The offer presented to the owner was $1,000 per the easement needs and percent ratios to calculate the monetary offer.

The owner has verbally accepted the offer.

The easement shall be contingent on City Administrator and City Attorney review.

Item (10) Easement for Parcel 9 located on Dane County Property for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement.

Parcel 9 is located on Dane County property along the Badger Mill Creek (parcel ID 0608-143-9001-2) requires the following easements for the project:
- Permanent limited easement = 0.56 acres
- Temporary limited easement = 0.70 acres

Dane County staff is working with City staff to include work associated with the interceptor project in lieu of payment for the easement; City will be performing clearing and grubbing and
earth work elements along the project while Dane County will be performing in-stream improvements to Badger Mill Creek. A separate Intergovernmental Agreement between Dane County and the City which will be presented to the council at the next meeting.

Dane County staff has agreed to the easement language.

The easement shall be contingent on City Administrator and City Attorney review.
2018-108
Easements

DISCLAIMER: The City of Verona does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 893'

City of Verona
111 Lincoln St
Verona, WI 53593
(608) 845 - 6495

Print Date: 7/22/2020
IN CONSIDERATION OF the sum of Two Thousand eight hundred and 00/100 Dollar ($2,900.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Cherry L. Jones and Cathy S. Matts (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenances for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in the NE 1/4, SW 1/4, Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).

This right applies to the following described lands:

Permanent Easement

A parcel of land contained within the following tract, Part of Lot 2 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Beginning at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence the following two courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH “M”;

South 37°00'11" East, 34.32 feet;

South 70°45'47" East, 16.03 feet;

thence South 63°30'49" West, 223.53 feet; thence South 51°02'21" West, 754.91 feet; thence South 44°50'37" West, 92.46 feet; thence South 60°40'06" West, 139.09 feet; thence South 52°13'49" West, 383.62 feet to the Westerly line of Lot 2 of Certified Survey Map No. 14840 and the Northeasterly line of Bruce Street; thence North 42°37'21" West along said Northeasterly line, 50.18 feet to the Northwesterly corner of said Lot 2; thence North 53°37'50" East along the Northeasterly line of said Lot 2 a distance of 1,561.72 feet; thence North 53°56'42" East along the Northeasterly line of said Lot 2 a distance of 21.57 feet to the point of beginning.

Contains 54,623 square feet, 1.24 acres, more or less.
The **permanent easement area** is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor for purposes of planning, design, construction, maintenance, ingress access, egress access, access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor’s property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor’s property may be disposed of on the Grantor’s property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.
8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.

9. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

**Temporary Construction Easement**

A parcel of land contained within the following tract, Part of Lot 2 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as temporary limited easement on attached Exhibit A.

Commencing at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence the following two courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH “M”,

South 37°00’11” East, 34.32 feet;

South 70°45’47” East, 16.03 feet to the point of beginning;

Thence Southeasterly 38.31 feet along the Northerly of Lot 2 of Certified Survey Map No.14840 and the Southerly line of Main Street, CTH “M” and the arc of a curve to the left, whose radius is 888.60 feet, and whose chord bears South 40°21’03” East, 38.31 feet to the Northerly line of Lot 1 of Certified Survey Map No. 14261; thence South 67°29’56” West along said Northerly line, 181.43 feet, thence South 62°56’12” West, 49.35 feet; thence South 51°02’21” West, 750.45 feet; thence South 44°50’37” West, 94.58 feet; thence South 60°40’06” West, 140.72 feet; thence South 52°13’49” West, 379.65 feet to the Westerly line of Lot 2 of Certified Survey Map No. 14840 and the Northeasternerly line of Bruce Street; thence North 42°37’21” West, along said Westerly line 25.09 feet; thence North 52°13’49” East, 383.62 feet; Thence North 60°40’06” East, 139.09 feet; North 44°50’37” East, 92.46 feet; thence North 51°02’21” East, 754.91 feet; thence North 63°30’49” East, 223.53 feet to the point of beginning.

Contains 40,863 square feet, 0.94 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan...
Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.

3. The City of Verona and Madison Metropolitan Sewerage District shall pay the Grantor (or Grantor’s tenant) a calculated dollar amount upon project completion for any crop damage associated with the construction. The calculated dollar amount shall follow the following formula = lost yield (bushel / acre) x commodity price ($ / bushel) x disturbed acres.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction.

5. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.
This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed this _____ day of ______________, 20____.

By __________________________________ ___________________________________

...............(authorized signature)                  Witnessed by

By __________________________________ ___________________________________

...............(authorized signature)                  Witnessed by

Company Signature Block
Use company signature block section only if needed

Attest

...............(Company Name)                  (Signature)

By

...............(Signature)                  (Typed/Printed Name)

...............(Company Title)

ACKNOWLEDGEMENT (by a Notary Public)

STATE OF WISCONSIN )

County of ______________)

Signed or attested before me this ______ day of ________________, 20____,

...............(name(s) of person(s))

the above named, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same.

___________________________
Notary Public, Dane County, Wisconsin
My Commission Expires:______________

Drafted by the:
City of Verona
Public Works Department
EXHIBIT "A"

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 14840, BEING A PART OF THE NE. 1/4 AND NW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.6N., R.8E., CITY OF VERONA, DADE COUNTY, WISCONSIN.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT VERPW #150350

REV THIS 10TH DAY OF APRIL 2020
DATED THIS 24TH DAY OF MARCH 2020
SHEET 1 OF 2
EXHIBIT "B"

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 14840, BEING A PART OF THE NE. 1/4 AND NW. 1/4
OF THE SW. 1/4 OF SECTION 22, T.6N., R.8E., CITY OF VERONA, DANE COUNTY, WISCONSIN.

Permanent Limited Easement

Part of Lot 2 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the
Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and
described as follows;

Beginning at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence the following two
courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH "M";

South 37°00'11" East, 34.32 feet;

South 70°45'47" East, 16.03 feet;

thence South 63°30'49" West, 223.53 feet; thence South 51°02'21" West, 754.91 feet; thence South
44°50'37" West, 92.46 feet; thence South 60°40'06" West, 139.09 feet; thence South 52°13'49" West,
383.62 feet to the Westerly line of Lot 2 of Certified Survey Map No. 14840 and the Northeasterly line of
Bruce Street; thence North 42°37'21" West along said Northeasterly line, 50.18 feet to the Northwesterly
corner of said Lot 2; thence North 53°37'50" East along the Northeasterly line of said Lot 2 a distance of
1,561.72 feet; thence North 53°56'42" East along the Northeasterly line of said Lot 2 a distance of 21.57
feet to the point of beginning.

Containing 54,623 square feet, 1.24 acres

Temporary Limited Easement

Part of Lot 2 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the
Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and
described as follows;

Commencing at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence the following
two courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH "M",

South 37°00'11" East, 34.32 feet;

South 70°45'47" East, 16.03 feet to the point of beginning;

Thence Southeasterly 38.31 feet along the Northerly of Lot 2 of Certified Survey Map No.14840 and the
Southerly line of Main Street, CTH “M” and the arc of a curve to the left, whose radius is 888.60 feet, and
whose chord bears South 40°21'03" East, 38.31 feet to the Northerly line of Lot 1 of Certified Survey Map
No. 14261; thence South 67°29'56" West along said Northerly line, 181.43 feet, thence South 62°56'12" West,
49.35 feet; thence South 51°02'21" West, 750.45 feet; thence South 44°50'37" West, 94.58 feet; thence
South 60°40'06" West, 140.72 feet; thence South 52°13'49" West, 379.65 feet to the Westerly line of
Lot 2 of Certified Survey Map No. 14840 and the Northeasterly line of Bruce Street; thence North
42°37'21" West, along said Westerly line 25.09 feet; thence North 52°13'49" East, 383.82 feet; Thence
North 60°40'06" East, 139.09 feet; North 44°50'37" East, 92.46 feet; thence North 51°02'21" East, 754.91
feet; thence North 63°30'49" East, 223.53 feet to the point of beginning.

Containing 40,863 square feet, 0.94 acres
IN CONSIDERATION OF the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Dane County (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in the NE 1/4, NE 1/4, Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).

This right applies to the following described lands:

**Permanent Easement**

A parcel of land contained within the following tract, Part of the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a 50-foot strip of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Commencing at the Northeast corner of the Northeast 1/4 of Section 22; thence South 00°15’08” West along the East line of the said Northeast 1/4 a distance of 283.27 feet to the point of beginning of the lands to be described; thence continuing South 00°15’08” West along said East line 64.25 feet; thence South 51°20’49” West 767.08 feet to a point on the East line of Lot 26 of Valley View; thence North 01°15’27” East along said East line 65.19 feet; thence North 51°20’49” East, 765.61 feet to the point of beginning.

Contains 38,317 square feet, 0.88 acres, more or less.

The **permanent easement area** is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.
3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor’s property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor’s property may be disposed of on the Grantor’s property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.

9. Following installation of the sanitary sewers but as part of the overall project the City of Verona will construct a paved maintenance path to access the sewers that will also serve as a multi-use path for recreation users. City of Verona will own and maintain the maintenance path.
10. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

**Temporary Construction Easement**

A parcel of land contained within the following tract, Part of the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a 50-foot strip of land described as follows and depicted as temporary limited easement.

A strip of land 50-feet in width; south, adjacent and parallel to the southern line of the permanent limited easement as described above.

Containing 0.90 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.

3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction.

4. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.
This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed this ______ day of ______________, 20____.

Witnessed in the Presence of:

By __________________________________ ___________________________________
...............(authorized signature)                  Witnessed by

By __________________________________ ___________________________________
...............(authorized signature)                  Witnessed by

Company Signature Block
Use company signature block section only if needed

Attest ____________________________________________
...............(Company Name)  (Signature)

By ____________________________________________
...............(Signature)  (Typed/Printed Name)

___________________________
Notary Public, Dane County, Wisconsin
My Commission Expires:______________

ACKNOWLEDGEMENT (by a Notary Public)

STATE OF WISCONSIN  )
)ss.: 
County of ______________)

Signed or attested before me this ________ day of _________________, 20____,
__________________________________________________________________,
(name(s) of person(s))
the above named, known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) who executed the foregoing instrument and acknowledged the same.

DRAFTED BY:

Drafted by the:
City of Verona
Public Works Department
EXHIBIT "B"

Permanent Limited Easement

Part of the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Northeast corner of the Northeast 1/4 of Section 22; thence South 00°15’08” West along the East line of the said Northeast 1/4 a distance of 283.27 feet to the point of beginning of the lands to be described; thence continuing South 00°15’08” West along said East line 64.25 feet; thence South 51°20’49” West 767.08 feet to a point on the East line of Lot 26 of Valley View; thence North 01°15’27” East along said East line 65.19 feet; thence North 51°20’49” East, 765.61 feet to the point of beginning.

Contains 38,317 square feet, 0.88 acres
IN CONSIDERATION OF the sum of Five Thousand nine hundred fifty and 00/100 Dollar ($5,950.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Jed B. Colquhoun and Julie A Colquhoun (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in Lot One Hundred Fifty-five (155), Fourth addition to East View Heights Plat in the NW 1/4, NW 1/4, Section 23, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).

This right applies to the following described lands:

**Permanent Easement**

A parcel of land contained within the following tract, Part of Lot 155 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Beginning at the Northeasterly corner of Lot 155 of the Fourth Addition to East View Heights; thence South 52°14’47” East along the Easterly line of said Lot 155 a distance of 23.16 feet; thence South 51°22’30” West 124.06 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15’08” East along said Westerly line 25.18 feet to the Northerly line of said Lot 155; thence North 49°45’13” East along said Northerly line 102.84 feet to the point of beginning.

Contains 2,381 square feet, 0.05 acres, more or less.

The **permanent easement area** is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor.
for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction except the replacement of tress, shrubbery, bushes, and undergrowth.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor’s property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor’s property may be disposed of on the Grantor’s property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.
9. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

Temporary Construction Easement

A parcel of land contained within the following tract, Part of Lot 155 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as temporary limited easement on attached Exhibit A.

Commencing at the Northeasterly corner of Lot 155 of the Fourth Addition to East View Heights; thence South 52°14’47” East along the Easterly line of said Lot 155 a distance of 23.16 feet to the point of beginning of the lands to be described; thence continuing South 52°14’47” East along said Easterly line 61.74 feet; thence South 51°22’30” West 186.97 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15’08” East along said Westerly line 77.07 feet; thence North 51°22’30” East, 124.06 feet to the point of beginning.

Contains 9,310 square feet, 0.21 acres, more or less.

The temporary construction easement is subject to the following terms and conditions:

1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District. Grantor also acknowledges that work will occur within the permanent limited easement shown on the Fourth Addition to East View Heights under document 1607891. Additional area is granted to the Grantee by the Grantor to the Grantee for temporary construction purposes to re-lay the sanitary sewer and connect the service lateral to the dwelling. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.

3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction except the replacement of tress, shrubbery, bushes, and undergrowth. The disturbed surface within permanent limited easement shown on the Fourth Addition to East View Heights under document 1607891 and the temporary limited easement area granted to facilitate the work shall be restored with sod.
4. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.
This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed this _____ day of ______________ , 20____ .

By .............................................
...............(authorized signature)

By .............................................
...............(authorized signature)

Witnessed in the Presence of:

Attest
...............(Signature)

By .............................................
...............(Signature)

...............(Typed/Printed Name)

...............(Company Title)

ACKNOWLEDGEMENT (by a Notary Public)

STATE OF WISCONSIN )
 )ss.:
 County of ______________

Signed or attested before me this ______ day of ______________, 20____ ,

...............(name(s) of person(s))

the above named, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin
My Commission Expires:__________________

Drafted by the:
City of Verona
Public Works Department
**EXHIBIT "B"**

**Permanent Limited Easement**

Part of Lot 155 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Beginning at the Northeasterly corner of Lot 155 of the Fourth Addition to East View Heights; thence South 52°14'47" East along the Easterly line of said Lot 155 a distance of 23.16 feet; thence South 51°22'30" West 124.06 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15'08" East along said Westerly line 25.18 feet to the Northerly line of said Lot 155, thence North 49°45'13" East along said Northerly line 102.84 feet to the point of beginning.

Contains 2,381 square feet, 0.05 acres

**Temporary Limited Easement**

Part of Lot 155 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Northeasterly corner of Lot 155 of the Fourth Addition to East View Heights; thence South 52°14'47" East along the Easterly line of said Lot 155 a distance of 23.16 feet to the point of beginning of the lands to be described; thence continuing South 52°14'47" East along said Easterly line 61.74 feet; thence South 51°22'30" West 186.97 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15'08" East along said Westerly line 77.07 feet; thence North 51°22'30" East, 124.06 feet to the point of beginning.

Contains 9,310 square feet, 0.21 acres
PERMANENT SANITARY SEWER EASEMENT

IN CONSIDERATION OF the sum of Ten Thousand Eight Hundred and 00/100 Dollar ($10,800.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Patricia J. Richardson ("Grantor") hereby grants to the City of Verona and Madison Metropolitan Sewerage District ("Grantee") the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in Lot One Hundred Fifty-seven (157), Fourth addition to East View Heights Plat in the NW 1/4, NW 1/4, Section 23, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).

This right applies to the following described lands:

Permanent Easement

A parcel of land contained within the following tract, Part of Lot 157 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Beginning at the Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59’41” East along the Easterly line of said Lot 157 a distance of 31.12 feet; thence South 51°22’30” West 229.38 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14’47” West along said Westerly line 25.13 feet to the Northerly line of said Lot 157; thence North 49°45’13” East along said Northerly line 236.28 feet to the point of beginning.

Contains 6,471 square feet, 0.15 acres, more or less.

The permanent easement area is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor.
for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction except the replacement of tress, shrubbery, bushes, and undergrowth.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor’s property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor’s property may be disposed of on the Grantor’s property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.
9. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

**Temporary Construction Easement**

A parcel of land contained within the following tract, Part of Lot 157 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as temporary limited easement on attached Exhibit A.

Commencing at the Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59’41” East along the Easterly line of said Lot 157 a distance of 31.12 feet to the point of beginning of the lands to be described; thence continuing South 36°59’41” East along said Easterly line 60.02 feet; thence South 51°22’30” West, 213.14 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14’47” West along said Westerly line 61.73 feet; thence North 51°22’30” East, 229.38 feet to the point of beginning.

Contains 13,276 square feet, 0.30 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.

3. Two (2) existing Silver Maple trees on the southern tree line shall remain undisturbed. There are two additional Silver Maple trees adjacent to the permanent limited easement, the Grantee will take measures to protect these two (2) trees during construction but cannot guaranteed there will be no impacts. The row of existing spruce trees adjacent to the permanent limited easement shall remain undisturbed near the northern western corner of the property within the easements. The trees to remain undisturbed shall have snow fence (or equivalent) placed to create a non-construction perimeter.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction. A
series of Elm, Red Oak, Basswood, and Black Hills Spruce (or equivalent) will be re-established in the temporary easement areas by the Grantee at their cost during the restoration stage of the project.

5. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such mattes if caused by negligence of the Grantor.
This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed this _____ day of ______________, 20____.

By ........................................ (authorized signature)  Witnessed in the Presence of:

By ........................................ (authorized signature)  Witnessed by

Company Signature Block
Use company signature block section only if needed

Attest ........................................ (Signature)

By ........................................ (Signature)  (Typed/Printed Name)

 ..........(Typed/Printed Name)

ACKNOWLEDGEMENT (by a Notary Public)

STATE OF WISCONSIN  )
 )ss.:  
County of ________________

Signed or attested before me this ______ day of ________________, 20____,

........................................ (name(s) of person(s))

the above named, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same.

______________________________
Notary Public, Dane County, Wisconsin
My Commission Expires:______________

Drafted by the:
City of Verona
Public Works Department
EXHIBIT "B"

Permanent Limited Easement

Part of Lot 157 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows:

Beginning at the Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59′41″ East along the Easterly line of said Lot 157 a distance of 31.12 feet; thence South 51°22′30″ West 229.38 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14′47″ West along said Westerly line 25.13 feet to the Northerly line of said Lot 157; thence North 49°45′13″ East along said Northerly line 236.28 feet to the point of beginning.

Contains 6,471 square feet, 0.15 acres

Temporary Limited Easement

Part of Lot 157 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows:

Commencing at the Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59′41″ East along the Easterly line of said Lot 157 a distance of 31.12 feet to the point of beginning of the lands to be described; thence continuing South 36°59′41″ East along said Easterly line 60.02 feet; thence South 51°22′30″ West, 213.14 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14′47″ West along said Westerly line 61.73 feet; thence North 51°22′30″ East, 229.38 feet to the point of beginning.

Contains 13,276 square feet, 0.30 acres
PERMANENT SANITARY SEWER EASEMENT

City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief

IN CONSIDERATION OF the sum of Six Thousand and 00/100 Dollar ($6,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Clay A. Donohoe and Jennifer L. Donohoe ("Grantor") hereby grants to the City of Verona and Madison Metropolitan Sewerage District ("Grantee") the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in Lot One Hundred Fifty-eight (158), Fourth addition to East View Heights Plat in the NW 1/4, NW 1/4, Section 23, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).

This right applies to the following described lands:

Permanent Easement

A parcel of land contained within the following tract, being Part of Lot 158 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Beginning at the Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27’47” East along the Northerly line of said Lot 158 a distance of 52.00 feet; thence South 51°22’30” West 126.65 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59’41” West along said Southwesterly line 31.12 feet to the Northwesterly line of said Lot 158; thence North 49°45’13” East along said Northwesterly line 86.06 feet to the point of beginning.

Contains 3,461 square feet, 0.08 acres, more or less.

The permanent easement area is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor.
for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction except the replacement of tress, shrubbery, bushes, and undergrowth.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor’s property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor’s property may be disposed of on the Grantor’s property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.
9. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

**Temporary Construction Easement**

A parcel of land contained within the following tract, being Part of Lot 158 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as temporary limited easement on attached Exhibit A.

Beginning at the Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 158 a distance of 52.00 feet to the point of beginning of the lands to be described; thence continuing South 88°27'47" East along said Northerly line 2.09 feet to the Northeasterly line of Lot 158 of the Fourth Addition to East View Heights; thence South 34°02'37" East along said Northeasterly line, 58.84 feet; thence South 51°22'30" West 125.26 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59'41" West along said Southwesterly line 60.02 feet; thence North 51°22'30" East, 126.65 feet to the point of beginning.

Contains 7,607 square feet, 0.07 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.

3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction. A series of Elm, Hackberry, Red Oak, Basswood, and Black Hills Spruce (or equivalent) will be re-established in the temporary easement areas by the Grantee at their cost during the restoration stage of the project. The trees will be of industry standard caliper size to ensure a height of greater than six (6) feet when installed.

4. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction
work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed this _____ day of ______________, 20____.

By __________________________________ ____________________________
...............(authorized signature)                  Witnessed by

By __________________________________ ____________________________
...............(authorized signature)                  Witnessed by

Company Signature Block
Use company signature block section only if needed

Attest ______________________________________________________________________
...............(Company Name)                  (Signature)

By __________________________________ ____________________________
...............(Signature)                  (Typed/Printed Name)

...............(Company Title)

ACKNOWLEDGEMENT (by a Notary Public)

STATE OF WISCONSIN )
 )ss:
County of ______________

Signed or attested before me this ______ day of ______________, 20____.

the above named, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same.

____________________________________
Notary Public, Dane County, Wisconsin
My Commission Expires:______________

Drafted by the:
City of Verona
Public Works Department
EXHIBIT "B"

Permanent Limited Easement

Part of Lot 158 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Beginning at the Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 158 a distance of 52.00 feet; thence South 51°22'30" West 126.65 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59'41" West along said Southwesterly line 31.12 feet to the Northwesterly line of said Lot 158; thence North 49°45'13" East along said Northwesterly line 86.06 feet to the point of beginning.

Contains 3,461 square feet, 0.08 acres

Temporary Limited Easement

Part of Lot 158 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 158 a distance of 52.00 feet to the point of beginning of the lands to be described; thence continuing South 88°27'47" East along said Northerly line 2.09 feet to the Northeasterly line of Lot 158 of the Fourth Addition to East View Heights; thence South 34°02'37" East along said Northeasterly line, 58.84 feet; thence South 51°22'30" West 125.26 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59'41" West along said Southwesterly line 60.02 feet; thence North 51°22'30" East, 126.65 feet to the point of beginning.

Contains 7,607 square feet, 0.17 acres
TEMPORARY LIMITED CONSTRUCTION EASEMENT

City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief

IN CONSIDERATION OF the sum of One Thousand and 00/100 Dollar ($1,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Hofstetter Revocable Trust (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater adjacent to the property of the undersigned described as; located in Lot One Hundred Fifty-nine (159), Fourth addition to East View Heights Plat in the NW 1/4, NW 1/4, Section 23, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).

This right applies to the following described lands:

Temporary Construction Easement

A parcel of land within the following described tract, being Part of Lot 159 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a triangle of land described as follows and depicted as Temporary Limited Easement on attached Exhibit A.

Beginning at the Northwesterly corner of Lot 159 of the Fourth Addition to East View Heights; thence South 88°27’47” East along the Northerly line of said Lot 159 a distance of 90.94 feet; thence South 51°22’30” West 74.20 feet to the Southwesterly line of Lot 159 of the Fourth Addition to East View Heights; thence North 34°02’37” West along said Southwesterly line 58.84 feet to the point of beginning.

Contains 2,176 square feet, 0.05 acres more or less.

The temporary construction easement is subject to the following terms and conditions:

1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of
planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.

3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction. A row of Black Hills Spruce (or equivalent) will be re-established at the rear lot line of the property by the Grantee at their cost during the restoration stage of the project.

4. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.
This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed this _____ day of ______________, 20____.

By __________________________________ ___________________________________.

...............(authorized signature)

By __________________________________ ___________________________________.

...............(authorized signature)

Witnessed in the Presence of:

___________________________

___________________________

By __________________________________ ___________________________________.

...............(authorized signature)

By __________________________________ ___________________________________.

...............(authorized signature)

Company Signature Block
Use company signature block section only if needed

Attest

___________________________

(Signature)

By _________________________________  ___________________________________.

...............(Signature)  (Typed/Printed Name)

...............(Company Title)

ACKNOWLEDGEMENT (by a Notary Public)

STATE OF WISCONSIN   )

)ss.: County of ________________

Signed or attested before me this _______ day of _________________, 20____.

________________________________

(name(s) of person(s))

the above named, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same.

___________________________

Notary Public, Dane County, Wisconsin
My Commission Expires:_____________________

Drafted by the:
City of Verona
Public Works Department
EXHIBIT "A"

OWNER:
DANE COUNTY

UNPLATTED LANDS

N. LINE OF THE NW 1/4 OF SEC. 23-6-8

S88°27'47"E
90.94'

S88°27'47"E
2612.57'

6.00' UTILITY
EASEMENT
PER PLAT.

FOUND ALUM MON
NW CORNER
NW 1/4 OF
SECTION 23-6-8

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

OWNER:
DANE COUNTY

FOURTH ADDITION TO
EAST VIEW HEIGHTS

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

PHOTO: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT VERPW #150350
SHEET 1 OF 2

DATED THIS 5TH DAY OF MAY 2020
EXHIBIT "B"

Temporary Limited Easement

Part of Lot 159 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Beginning at the Northwesterly corner of Lot 159 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 159 a distance of 90.94 feet; thence South 51°22'30" West 74.20 feet to the Southwesterly line of Lot 159 of the Fourth Addition to East View Heights; thence North 34°02'37" West along said Southwesterly line 58.84 feet to the point of beginning.

Contains 2,176 square feet, 0.05 acres
IN CONSIDERATION OF the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Dane County (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in the SW 1/4, SW 1/4, Section 14, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).

This right applies to the following described lands:

**Permanent Easement**

A parcel of land contained within the following tract, Part of the Southwest 1/4 of the Southwest 1/4 of Section 14, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being an area of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Commencing at the Southwest corner of the Southwest 1/4 of Section 14; thence South 88°27’47” East along the South line of said Southwest 1/4 a distance of 349.20 feet to the point of beginning of the lands to be described; thence North 51°22’30” East, 139.19 feet; thence North 38°39’11” West, 80.56 feet; thence North 51°20’49” East, 100.00 feet; thence South 38°39’11” East, 190.59 feet; thence South 51°20’49” West, 100.00 feet; thence North 38°39’11” West, 60.02 feet; thence South 51°22’30” West, 79.97 feet to the South Line of the Southwest 1/4 of Section 14; thence North 88°27’47” West along said South line 77.53 to the point of beginning.

Contains 24,538 square feet, 0.56 acres, more or less.

The **permanent easement area** is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor.
for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor’s property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor’s property may be disposed of on the Grantor’s property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.

9. Following installation of the sanitary sewers but as part of the overall project the City of Verona will construct a paved maintenance path to access the sewers that will also
serve as a multi-use path for recreation users. City of Verona will own and maintain the maintenance path.

10. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such mattes if caused by negligence of the Grantor.

**Temporary Construction Easement**

A parcel of land contained within the following tract, Part of the Southwest 1/4 of the Southwest 1/4 of Section 14, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being an area of land described as follows and depicted as temporary limited easement.

An area of land 50-feet in width; adjacent and parallel to the line of the permanent limited easement as described above.

Containing 0.70 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.

3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction.

4. The Grantee and/or its’ agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such mattes if caused by negligence of the Grantor.
This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed this _____ day of ______________, 20____.

Witnessed in the Presence of:

By ______________________________ ___________________________________
...............(authorized signature)                  Witnessed by

By ______________________________ ___________________________________
...............(authorized signature)                  Witnessed by

Company Signature Block  
Use company signature block section only if needed

Attest ________________________________________________
...............(Company Name)                  (Signature)

By ______________________________ ___________________________________
...............(Signature)                  (Typed/Printed Name)

...............(Company Title)

ACKNOWLEDGEMENT (by a Notary Public)

STATE OF WISCONSIN )
 )ss.:  
County of ________________ )

Signed or attested before me this ______ day of ________________, 20____,

____________________________________,  
the above named, known to me (or proved to me on the basis of satisfactory evidence) to be the 
person(s) who executed the foregoing instrument and acknowledged the same.

_______________________________  
Notary Public, Dane County, Wisconsin  
My Commission Expires:__________________

Drafted by the:  
City of Verona  
Public Works Department
EXHIBIT A

SEWAGE EASEMENT
DOC. #1500909
N51°22'30"E 139.19'
S51°22'30"W 79.97'
N88°27'47"W 77.53'
S88°27'47"E 349.20'

Sewage Easement
DOC. #2697031

SANITARY SEWER
EASEMENT
DOC. #2780268

EASEMENT LOCATIONS BASED
ON INFORMATION FURNISHED BY
KIRK BERRY TITLE SERVICES,
LLC TITLE POLICY NO. 1017360,
DATED MARCH 14, 2019.

OWNER: DANE COUNTY

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

DATED THIS 15TH DAY OF JULY 2020
PROJECT VERPW #150350 SHEET 1 OF 2
EXHIBIT B

Permanent Limited Easement

Part of the Southwest 1/4 of the Southwest 1/4 of Section 14, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Southwest corner of the Southwest 1/4 of Section 14; thence South 88°27'47" East along the South line of said Southwest 1/4 a distance of 349.20 feet to the point of beginning of the lands to be described; thence North 51°22'30" East, 139.19 feet; thence North 38°39'11" West, 80.56 feet; thence North 51°20'49" East, 100.00 feet; thence South 38°39'11" East, 190.59 feet; thence South 51°20'49" West, 100.00 feet; thence North 38°39'11" West, 60.02 feet; thence South 51°22'30" West, 79.97 feet to the South Line of the Southwest 1/4 of Section 14; thence North 88°27'47" West along said South line 77.53 to the point of beginning.

Contains 24,538 square feet, 0.56 acres

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

DATED THIS 15TH DAY OF JULY 2020
PROJECT VERPW #150350
SHEET 2 OF 2