

SIDEWALK EASEMENT

THIS EASEMENT made by and between the County of Dane (hereinafter referred to as the “County”) and City of Stoughton, (hereinafter referred to as the “City”;

RECITALS

WHEREAS, the County is the owner of the property located in the City of Stoughton, Dane County, Wisconsin described as:

Lot One (1) of Certified Survey Map No. 2722, recorded in the Dane County Register of Deeds Office in Volume 10 of Certified Survey Maps, page 395, as Document No. 1555969, in the City of Stoughton, Dane County, Wisconsin, EXCEPT that part conveyed by warranty deed recorded on May 1, 1989, as Document No. 2138235, and also EXCEPT that part conveyed by deed recorded on July 10, 1990 as Document No. 2210487.

Recording Area

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

Parcel Identification Number (PIN):
281-0511-091-8610-4

WHEREAS, the City desires a perpetual, non-exclusive easement for public use and sidewalk right-of-way under, over, through and across a portion of County’s land, (Easement Area) that will permit free and unobstructed use by pedestrians and non-motorized vehicles for the purpose of obtaining access from one property to another and allow the County the right of access, from time to time, determined by the County;

WHEREAS, the County is willing to grant an easement on a portion of County’s land to the City for the purposes described above on County’s property which is described as follows and depicted on the attached Exhibit A which is made a part herein:

Part of Lot 1, Certified Survey Map No. 2722, Recorded in Volume 10 of Certified Survey Maps, Page 395, as Document No. 1555969, EXCEPT that part conveyed by warranty deed recorded on May 1, 1989, as document no. 2138235, located in the Northwest Quarter of the Northeast Quarter of Section 09, Township 05 North, Range 11 East, City of Stoughton, Dane County, Wisconsin, more particularly described as follows:

Commencing at the North Quarter Corner of Section 09, aforesaid; thence South 00 degrees 14 minutes 00 seconds East, 60.30 feet to the East right-of-way line of Veterans Road and the Point of Beginning; thence North 44 degrees 34 minutes 38 seconds East along said line, 21.83 feet; thence South 46 degrees 12 minutes 58 seconds East, 13.10 feet; thence South 43 degrees 47 minutes 02 seconds West, 22.43 feet; thence South 00 degrees 14 minutes 00 seconds East, 19.53 feet; thence South 43 degrees 47 minutes 02 seconds West, 13.27 feet to the East right-of-way line of Veterans Road; thence North 00 degrees 14 minutes 00 seconds West along said line 38.82 feet to the Point of Beginning.

Said easement contains 562 square feet or 0.013 acres.

NOW, THEREFORE, the County for mutual benefits and consideration, the sufficiency of which are hereby acknowledged, does hereby convey to the City, a perpetual, nonexclusive easement for the purpose of developing, constructing, operating, maintaining and repairing a sidewalk.

It is understood by the City and the County that this grant of perpetual, non-exclusive easement is subject to the following conditions:

1. The City shall have the right to develop, construct, maintain, operate and repair a public sidewalk at its sole cost and expense within the Easement Area. This grant of easement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Area.
2. The County shall not erect any building, structure or fence over or within the Easement Area nor shall it erect or cause to be placed any structure, material device, thing or matter, or plant or permit to grow any hedge or other vegetative growth which could obstruct, impede, or otherwise interfere with the use of the Easement Area without obtaining prior written consent from the City.
3. The County shall not change the grade, elevation or contour of any part of the Easement Area without obtaining prior written consent of the City.
4. The City shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance and repair of the sidewalk including, without limitation, zoning, building, health, environmental permits or licenses.
5. The County warrants that it has good and indefeasible fee simple title to and possession of the Easement Area and that it has good and lawful authority to grant this Easement.
6. The City and County shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions including providing its own defense. In situations of joint liability, the City and County shall be responsible for consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the City or County to impose liability beyond that imposed by state statutes.
7. All provisions of this Easement shall run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
8. If any provision of this Easement is found to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance will not be affected thereby and must be enforced to the greatest extent permitted by law.
9. This Easement and the obligations of the Parties hereunder must be interpreted, construed and enforced in accordance with the laws of the State of Wisconsin.

END OF CONDITIONS

IN WITNESS WHEREOF, the County has agreed to and caused this easement to be executed on its behalf this ____ day _____, 2021.

Dane County

By _____ (SEAL)
Scott McDonell, County Clerk

State of Wisconsin)
) ss.
County of _____)

Personally came before me this _____ day of _____, 2021, the above named Scott McDonell, Dane County Clerk, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Dane County.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

IN WITNESS WHEREOF, the City has agreed to and has caused this easement to be executed on its behalf this _____ day of _____, 2021.

City of Stoughton

By _____ (SEAL)

Print name: _____

Title: _____

State of Wisconsin)

) ss.

County of Dane)

Personally came before me this _____ day of _____, 2021, the above named _____ of the City of Stoughton, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said City of Stoughton.

*

Notary Public, State of Wisconsin

My Commission (expires)(is) _____

This instrument drafted by:
County of Dane / SJ Smith

Exhibit A

NORTH QUARTER CORNER
SECTION 09-05-11
ALUMINUM MONUMENT

N89°36'14"E 2671.14'

NORTHEAST CORNER
SECTION 09-05-11
ALUMINUM MONUMENT

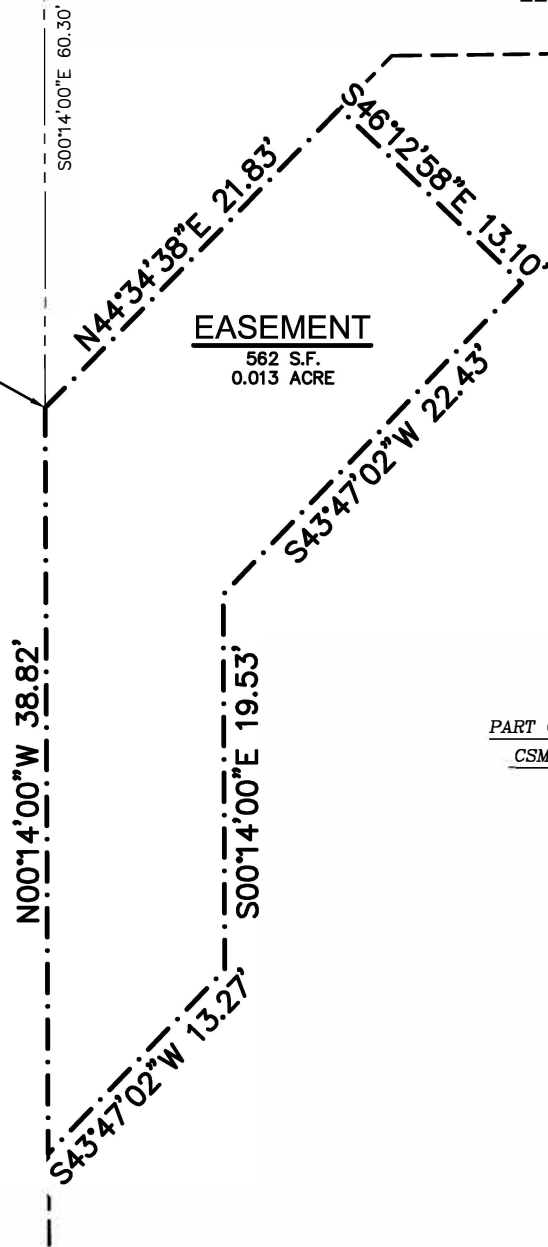
U.S.H. '51'

VETERANS ROAD

P.O.B.

EASEMENT
562 S.F.
0.013 ACRE

PART OF LOT 1
CSM 2722

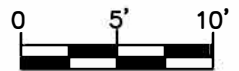


LEGEND

- . - . - . EASEMENT LINE
- - - - - RIGHT-OF-WAY LINE

NOTES

1. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY. THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 09-05-11, BEARS N89°36'14"E.



SCALE: 1" = 10'

File: I:\2020\209711\DWG\Survey Sheets\209711 Easement - Sidewalk.dwg Layout: 8.5x11port User: colsen Plotted: Oct 25, 2021 - 1:18pm

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608-848-5060

PROJECT:
**DANE COUNTY
SHERIFF'S PRECINCT**

CITY OF STOUGHTON, WI

SHEET TITLE:
**SIDEWALK EASEMENT
EXHIBIT MAP**

JSD PROJECT NUMBER:
20-9711-DC
DRAWN BY: CJO CHECKED BY: TJB
DATE:
25 OCTOBER, 2021

SHEET NUMBER:
2 of 2