

**ELECTRICAL EASEMENT FOR SIREN**

This Easement is made and entered into by and between Highland Manor Associates Limited Partnership ("GRANTOR") and the County of Dane, a Wisconsin municipal corporation ("COUNTY").

WHEREAS, GRANTOR is the owner of real property, located in the City of Madison, Dane County, Wisconsin ("the Property"), described below and depicted in Exhibit A; and

WHEREAS, COUNTY operates an existing pole-mounted emergency outdoor siren warning system on City of Madison park land south of Rustic Parkway adjacent to and south of the Property. Said emergency outdoor siren is maintained jointly by COUNTY and the City of Madison under separate agreement; and

WHEREAS, said emergency outdoor siren warning system has historically been powered by a solar panel that has been inadequate to power both the siren and its control system.

WHEREAS, COUNTY desires to convert to electrical power to serve said emergency outdoor siren warning system to increase its dependability to benefit residents of Highland Manor and the general public; and

WHEREAS, GRANTOR has agreed to grant an underground easement and access over a portion of the Property for the purpose of installing, operating, and maintaining electric service from Madison Gas & Electric pedestal 25G11SE-U20 to City parks property and the location of the pole-mounted emergency outdoor siren;

NOW THEREFORE, for good and valuable mutual consideration, the delivery, receipt, and sufficiency of which is acknowledged by each party for itself, the parties agree as follows:

- 1. Grant of Electrical Easement. GRANTOR grants and conveys to COUNTY, and COUNTY hereby accepts from GRANTOR, a permanent, non-exclusive Easement ("Easement") for the sole purpose of installing, operating, maintaining, repairing and replacing underground electrical service on that portion of the Property described below and depicted in the attached Exhibit B to serve an emergency warning siren ("the Siren") located on adjacent City of Madison park land to the south.

A strip of land, ten (10) feet in width, located in Lot 2, Certified Survey Map No. 668, recorded with the Dane County Register of Deeds on September 27, 1971, in Vol. 3 of Certified Survey Maps, Pages 186-188, as document number 1304920, lying in part of the East 1/2 of the NW 1/4 of Section 31, T7N R10E, in the City of Madison, Dane County, Wisconsin and depicted in Exhibit A.

The easement shall be located five (5) feet on the right side and five (5) feet on the left side of the centerline of COUNTY's facilities as constructed. The facilities will be located approximately as set forth in the drawing attached hereto as Exhibit "B". Said 10-foot-wide easement strip to not include any portion of existing buildings.

- 2. Access. COUNTY, its contractors, successors and assigns shall have reasonable access to the Property for persons and vehicles to install, maintain, repair, modify the electric utility service. Reasonable access

**Name and Return Address:**  
Real Estate Coordinator  
5201 Fen Oak Drive #208  
Madison WI 53718

**Parcel Identification Number (PIN)**  
0710-312-0096-9

shall include ingress/egress using existing service routes to the Madison Gas & Electric pedestal 25G11SE-U20 location and unimpeded access between the service routes and the Easement area. Said installation and operation of the COUNTY electrical service shall comply with all existing easements of record. Any modification to such improvements following the initial installation shall be subject to prior written approval by GRANTOR. GRANTOR shall not charge any type of fee for use pursuant to this Easement.

3. Site Restoration. Following any entry by COUNTY or its contractors upon the Easement herein conveyed, COUNTY shall repair and restore the Easement area as nearly as practicable to the condition existing prior to the entry.
4. Grantor Use of Property. GRANTOR reserves the right to use and occupy the Property in a manner consistent with the rights herein conveyed, provided that such use and occupancy shall not interfere with or disturb COUNTY's installation, operation, maintenance, repair and replacement of the electrical service serving the Siren.
5. Expenses. COUNTY shall perform all responsibilities pursuant to this Easement at its sole expense. COUNTY shall be responsible for payment of all electrical services serving the Siren.
6. Term. This electrical Easement shall continue for so long as the Siren is in use. In the event and to the extent that the Siren shall be removed or abandoned, this Easement shall terminate, and the COUNTY shall provide notice to GRANTOR as may be requested for the purpose of further evidencing the termination of the rights granted hereby and any equipment in the easement removed or disconnected at COUNTY expense.
7. Relocation. COUNTY shall be responsible for relocating the Easement on the Property if future development of the Property is incompatible with the placement of the Easement. Any new location will be jointly agreed upon by the GRANTOR and the COUNTY and this Easement shall be amended to incorporate the new site location. Any relocation pursuant to this paragraph shall be coordinated so as to avoid disruption to the siren warning system.
8. Acts and Omissions. GRANTOR and COUNTY shall each be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agencies, officers, representatives and agents and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agencies, officers, representatives and agents. It is not the intent of the parties to impose liability beyond that imposed by state statute. The obligations of the parties under this paragraph shall survive the termination of this Easement.
9. Notices. All notices required by this Easement shall be sent to the following addresses::

For Grantor:  
Highland Manor Associates  
Attn: Glenn Couch  
355 Eastman Park Drive, Suite #200  
Windsor, CO 80550

For the County:  
Real Estate Coordinator  
Dane County Land Acquisition  
5201 Fen Oak Drive #208  
Madison WI 53718

AND

Roger Zlotoff, President  
Uniprop  
280 Daines Street, #300

Birmingham, MI 48009

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which payments and correspondence shall be sent or personally delivered.

- 10. Amendment. This Easement may not be amended, modified, or terminated except by written consent of the parties.
- 11. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Easement and that the person signing this Easement on its behalf is authorized to do so.
- 12. This Easement and its exhibits represent the entire agreement of the parties.

**FOR HIGHLAND MANOR ASSOCIATES, LIMITED PARTNERSHIP. ("GRANTOR")**

\_\_\_\_\_  
Type or Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

State of Wisconsin    )  
                                  )ss  
Dane County            )

Personally come before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named \_\_\_\_\_ to me known to be a qualified officer of Highland Manor Associates, Limited Partnership. and the person who executed the foregoing instrument and acknowledged the same in their official capacity.

\_\_\_\_\_  
Print name:  
Notary Public Dane County, Wisconsin  
My Commission (expires \_\_\_\_\_)(is permanent).

Signatures continue on next page

**FOR COUNTY OF DANE**

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

**State of Wisconsin**    )  
  )ss  
**Dane County**            )

Personally come before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Scott McDonell to me known to be, respectively, the duly elected and qualified County Clerk of the County of Dane and the persons who executed the foregoing instrument and acknowledged the same in their official capacity.

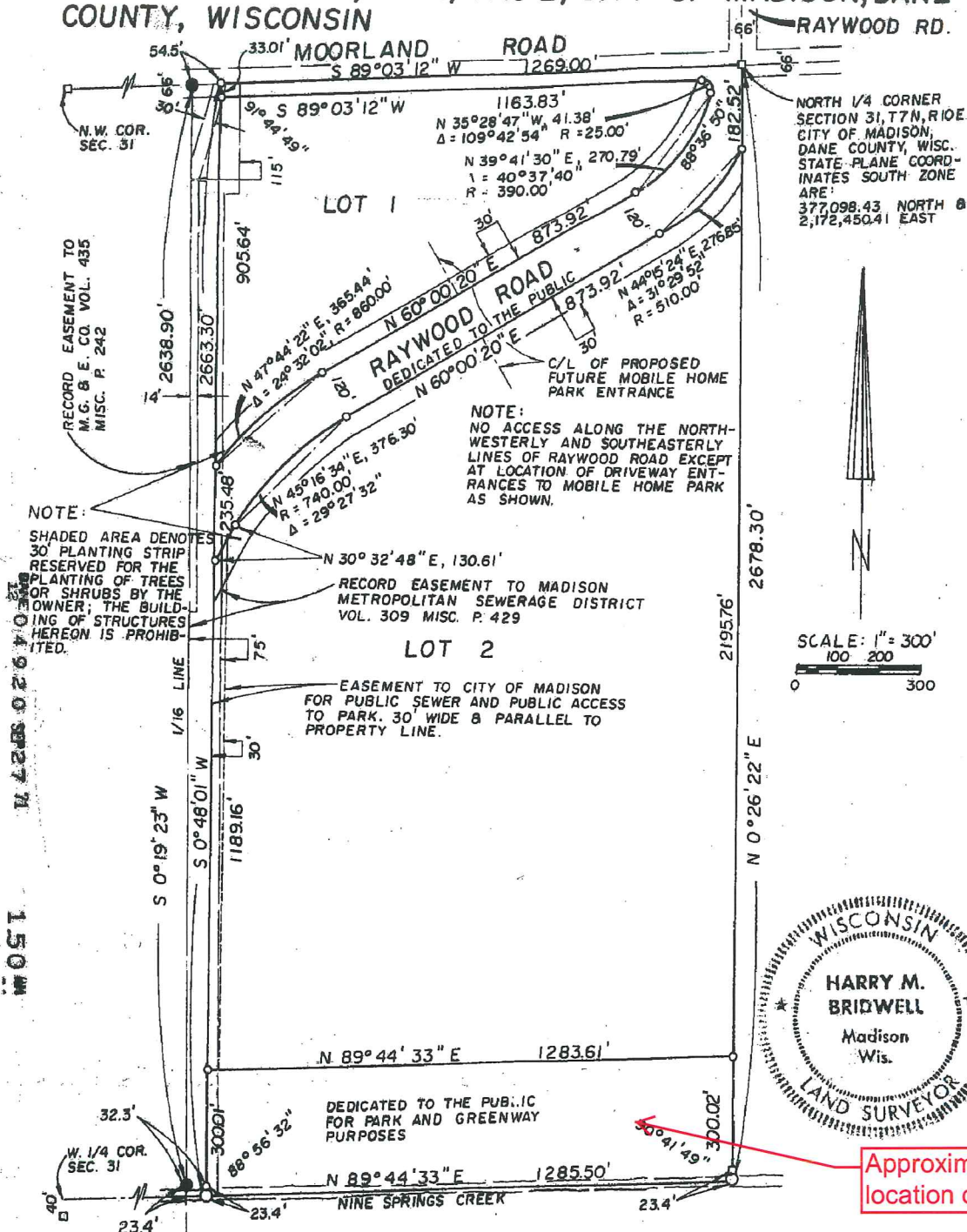
\_\_\_\_\_  
Print name:  
Notary Public Dane County, Wisconsin  
My Commission (expires \_\_\_\_\_)(is permanent).

THIS INSTRUMENT WAS DRAFTED BY: JANIS L. ZIMMERMANN, DANE COUNTY REAL ESTATE COORDINATOR

# Exhibit A

1304920

## CERTIFIED SURVEY MAP NUMBER 668 BEING A SURVEY IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN



VOL 3 Pg 186

Dwg. No. C-786 (6) - 1  
Sheet: 1 of 3

Exhibit B  
Electrical Easement for Siren  
Highland Manor Associates Property  
Tax ID 0710-312-0096-9

