

**PERMANENT LIMITED EASEMENT
FOR NAVIGATIONAL BEACON SIGNALS**

CITY OF MADISON, a Wisconsin municipal corporation (the “City”), being the owner of the property hereinafter described in attached Exhibit A, for good and valuable consideration, does hereby grant, set over and convey to the **COUNTY OF DANE**, a Wisconsin quasi-municipal corporation (the “County”), a permanent limited easement for navigational beacon signals (the “Easement”), subject to the following terms and conditions.

1. Use. This Easement is for the sole purpose of accessing, installing, operating, maintaining and repairing two outdoor navigational beacon signals (the “Signals”) located on a portion of the properties legally described on the attached Exhibit A and depicted on the attached Exhibit B (the “Easement Areas”).
2. Installation, Repair, Maintenance and Access.
 - a. The County shall install the Signals, at its own expense, in accordance with plans approved by the City. The Signals installation shall consist of two (2) solar-powered navigational signal beacons placed within poured concrete pedestals, together with ancillary equipment.
 - b. The City shall allow the County and its contractors the right of use of and access to the Easement Areas over the City’s surrounding lands for persons, equipment and vehicles needed to perform initial installation and periodic maintenance and repair of the Signals, to be taken along a reasonable path from nearest public street. This right of use and access over the City’s surrounding lands shall be reasonably exercised by County in the least restrictive manner, with prior approval, when feasible, of the City Parks Division. This right shall include, if necessary, the right to temporarily park vehicles and store equipment on the City’s surrounding lands as needed for installation, repair and maintenance of the Signals. No trees shall be removed without the prior approval of the Parks Division.
 - c. The County shall restore any paved or unpaved lands disturbed by vehicles or equipment associated with the initial installation of the Signals and also during periods of routine periodic access, maintenance and repair of the Signals.
3. Reservation of Use by the City. The City reserves the right to use and occupy the Easement Areas in a manner consistent with the rights herein conveyed, provided that such use and occupancy shall not interfere with or disturb the County’s access, installation, operation, maintenance, and repair of the Signals.
4. Term. This Easement shall continue for so long as the Signals are in use. In the event and to the extent that the Signals shall be removed or abandoned then this Easement shall terminate, and the County will execute and deliver to the City such document(s) as may be requested for the purpose of further evidencing the termination of the rights granted hereby.

Return to: City of Madison
Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel Nos.: 251/0710-071-0801-4
251/0710-072-2224-4

5. Alterations, Improvements or Additions. The County agrees not to make or permit to be made any further alterations, improvements or additions in or to the Easement Areas, without prior written permission from the City. The County shall be responsible for the cost of any alterations or modifications permitted under this Paragraph.
6. Damage, Theft or Loss. The County shall have sole responsibility for damage, theft or loss of any property of the County that occurs pursuant to the County's occupation of the Easement Areas.
7. Acts and Omissions. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Easement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Easement.
8. Notices. All notices to be given under the terms of this Easement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below. If electing to utilize electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Easement.

For the City: City of Madison
 Office of Real Estate Services
 Attention: Manager
 P. O. Box 2983
 Madison, WI 53701-2983
 ores@cityofmadison.com, lvest@cityofmadison.com

For the County: Dane County Land & Water Resources Department
 Attention: John Reimer, Assistant Director
 5201 Fen Oak Drive #208
 Madison, WI 53718
 reimer.john@countyofdane.com

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

9. Compliance. The City and the County shall comply with all applicable laws with respect to this Easement, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
10. Amendment. This Easement may not be amended, modified, terminated, or released without the written consent of both the City and the County, or their respective successors and assigns.

11. Binding Effect. The rights and easement granted herein shall be deemed to be covenants running with the land and shall inure to the benefit of the County, its successors and assigns, and shall be binding upon the City, its successors and assigns.
12. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
13. Severability. If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by law.
14. Public Record. This Easement will be recorded by the City at the office of the Dane County Register of Deeds.

[signature page to follow]

CITY OF MADISON,
a Wisconsin municipal corporation

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this ____ day of _____, 2021.

Kevin Ramakrishna, Assistant City Attorney
Member of the Wisconsin Bar

Acceptance of this Easement by the City of Madison is authorized by Resolution Enactment No. RES-21-00047, File ID No. 62948, adopted by the Common Council of the City of Madison on January 19, 2021.

Drafted by the City of Madison Office of Real Estate Services

Real Estate Project No. 12403

EXHIBIT A

Legal Description of the Easement Areas

SOUTHWEST SIGNAL EASEMENT AREA:

Parcel Address: 701 S. Thornton Ave.
Tax Parcel: 0710-072-2224-4

A 6 foot by 6 foot wide area located in part of Lots 11 & 12, Block 234 of Farwell's Replat of a Part of the Village of Madison (a.k.a. Farwell's Replat of Block 165-240), recorded July 25, 1853 in Volume A of Plats, Page 7, as Document #106; and in part of Lots 7 & 8, Block 233 of the Pritchette Plat of Madison (a.k.a. Madison Original Plat), recorded October 10, 1839 in Volume A of Plats, Page 3, as Document #102; all in the fractional SW1/4 of the NE1/4 of Section 7, T7N R10E, City of Madison, Dane County Wisconsin; said area located approximately at the existing southwest navigation signal, as shown on the attached exhibit map.

NORTHEAST SIGNAL EASEMENT AREA:

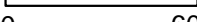
Situs Address: 1625 Yahara Pl.
Tax Parcel: 0710-071-0801-4

A 6 foot by 6 foot wide area located in Part of Lot 10, Block 234 of Farwell's Replat of a Part of the Village of Madison (a.k.a. Farwell's Replat of Block 165-240), recorded July 25, 1853 in Volume A of Plats, Page 7, as Document #106; and in part of Lot 9, Block 233 of the Pritchette Plat of Madison (a.k.a. Madison Original Plat), recorded October 10, 1839 in Volume A of Plats, Page 3, as Document #102; and in part of Lot 13, Block 2 of First Addition to Riverside Park, recorded July 13, 1912 in Volume 4 of Plats, Page 20A, as Document #320467; all in the fractional SW1/4 of the NE1/4 of Section 7, T7N R10E, City of Madison, Dane County Wisconsin; said area located approximately at the existing northeast navigation signal, as shown on the attached exhibit map.

EXHIBIT B

EASEMENT EXHIBIT MAP
 YAHARA RIVER NAVIGATION SIGNALS
 701 S Thornton Avenue & 1625 Yahara Place
 Prepared Feb 22, 2022

City of Madison
 Dept. of Public Works
 Parks Division
 City-County Bldg, Rm 104
 210 MLK Jr. Blvd.
 Madison, WI 53703

Graphical Scale
 0  60 ft

play
MADISON
PARKS

