

**PERMANENT EASEMENT FOR  
OUTDOOR WARNING SIREN**

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**COUNTY OF DANE**, a Wisconsin quasi-municipal corporation (the “County”), being the owner of the property described in attached Exhibit A (“County’s Property”), for good and valuable consideration, does hereby grant, set over and convey to the **CITY OF MADISON**, a Wisconsin municipal corporation (the “City”), a permanent easement for outdoor warning siren purposes (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 an outdoor warning siren (the “Siren”) on that portion of County’s Property as depicted on attached Exhibit C and legally described on attached Exhibit D (the “Easement Area”).

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

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2. Installation, Repair, Maintenance and Access.

Tax Parcel No.: 014-0810-194-9000-2

- a. The City shall install the Siren, at its own expense, in accordance with plans approved by the County. The Siren installation shall consist of a 65-foot Class 2 wooden pole that will be direct-buried to a depth of 10 feet, together with the Siren, ancillary equipment to be installed on the pole, and overhead electric service to the Siren.
- b. This Easement includes the right for the City to have commercial overhead electrical service extended across the County’s Property to the Siren. Such electrical service shall originate from Madison Gas and Electric Company, Inc. (“MG&E) Pole No. 25K-38/94 or any future MG&E pole required for service from time to time. Said current pole location is as depicted on Exhibit C.
- c. The County shall allow the City and its contractors the right of reasonable access to the Easement Area for persons and vehicles needed to perform initial installation and periodic maintenance and repair of the Siren. Reasonable access shall include non-exclusive ingress and egress along the path of the existing asphalt and gravel drive, and as it may exist in the future from time to time, from Packers Avenue to the Easement Area, as shown and noted on attached Exhibit C, and shall include reasonable access from the area of the present asphalt or gravel drive to the Easement Area.
- d. The City shall restore any paved or unpaved lands disturbed by vehicles associated with the initial installation of the Siren and also during periods of routine periodic access, maintenance and repair of the Siren.

3. Reservation of Use by the County. The County reserves the right to use and occupy the Easement Area in a manner consistent with the rights herein conveyed, provided that such use and occupancy shall not interfere with or disturb the City's access, installation, operation, maintenance, and repair of the Siren.

4. Term. This 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 then this Easement shall terminate, and the City will execute and deliver to the County such document(s) as may be requested for the purpose of further evidencing the termination of the rights granted hereby.
5. Alterations, Improvements or Additions. The City agrees not to make or permit to be made any further alterations, improvements or additions in or to the Easement Area, without prior written permission from the Director of the Dane County Regional Airport. The City shall be responsible for the cost of any alterations or modifications permitted under this Paragraph.
6. Damage, Theft or Loss. The City shall have sole responsibility for damage, theft or loss of any property of the City that occurs pursuant to the City's occupation of the Easement Area. The County will not assume any responsibility for any such damage, theft or loss, except for damage, theft or loss due to the County's sole negligence.
7. Standard Airport Conditions. All activity in the Easement Area shall be in compliance with the provisions of Exhibit B attached hereto, Federal Aviation Administration and Airport security programs and directives, and applicable Federal, State and Local laws and regulations.
8. 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.
9. 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 County:           Dane County Regional Airport  
                                  Attention: Airport Director  
                                  4000 International Lane  
                                  Madison, WI 53704  
                                  operations@msnairport.com

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

10. Compliance. The County and the City 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.
11. Amendment. This Easement may not be amended, modified, terminated, or released without the written consent of both the County and the City, or their respective successors and assigns.
12. 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 City, its successors and assigns, and shall be binding upon the County, its successors and assigns.
13. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
14. 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.
15. Public Record. This Easement will be recorded by the City at the office of the Dane County Register of Deeds.

[signature page to follow]

**COUNTY OF DANE**

Date: \_\_\_\_\_

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

State of Wisconsin    )  
                                  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named Scott McDonnell, Dane County Clerk, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires:\_\_\_\_\_

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. 12264  
Engineering Project No. 11808

**EXHIBIT A**  
Legal Description

County's Property:

The West Half of the Southeast Quarter of Section 19 , Township 8 North, Range 10 East, in the Town of Burke, Dane County, Wisconsin.

**EXHIBIT B**

Page 1 of 2

**STANDARD AIRPORT CONDITIONS**

**PERMANENT EASEMENT FOR OUTDOOR WARNING SIREN**

The continued validity of the Permanent Easement for Outdoor Warning Siren to which this Exhibit B is attached (the “Easement”) is subject to the following conditions.

1. Dane County (the “County”) retains for the use and benefit of the public the right to pursue all operations of the Dane County Regional Airport (the “Airport”) in the vicinity of the land subject to the Easement (the “Easement Area”), including the right of aircraft to cause such sound, vibration, dust, and other disturbances as may be inherent in the operation of aircraft on, over, and in the vicinity of the Airport.
2. The City of Madison (the “City”) acknowledges, and accepts as a condition to the grant of the Easement, that the Easement Area is located in a noise impacted area; that present and future Airport related noise and other disturbances might interfere with the unrestricted use and enjoyment of the Easement Area; that Airport related noise and other disturbances might change over time by virtue of greater numbers of aircraft, louder aircraft, scheduling variations; and that changes in aircraft, air traffic control operating procedures or in the Airport layout could result in real or perceived increases in noise and other disturbances from Airport related activities.
3. The City shall at all times while exercising rights granted under the Easement maintain full compliance with the Final Determination of the Federal Aviation Administration, ASN-2020-AGL-11412-NRA, dated April 12, 2021.
4. The City shall not use or permit the use of the Easement Area in a manner that has the potential to attract wildlife that may be hazardous to aviation in the vicinity of the Airport, that interferes with air navigation or related ground operations, impedes the ability of pilots to distinguish and identify Airport lights and navigational aids, produces glint or glare, interferes with the use of communication equipment and facilities serving the Airport and Airport users, or otherwise creates a hazard to aviation as determined at the sole discretion of County.
5. The County retains at all times a continuing right of entry onto the Easement Area to keep the Easement Area free and clear of any object which may be or cause a hazard to aviation, as determined at the sole discretion of County.
6. The City shall not have the right to construct or place any above ground structures or equipment in the Easement Area in addition to a pole to support an outdoor warning siren, ancillary pole-mounted equipment, and associated overhead electric service, unless such construction or placement is specifically approved in writing by County.

## **EXHIBIT B**

Page 2 of 2

7. The City's use of the Easement Area is subject to continued compliance with the notice and review requirements contained in Title 14 Code of Federal Regulations Part 77, Subpart B.

8. The City for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Easement Area, (2) that in the construction of any improvements on, over, or under the Easement Area and the furnishings of any services thereon, no person on the grounds of race, color or national original shall be excluded or otherwise subjected to discrimination, and (3) that City shall use the Easement Area in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21.

9. The City shall notify Airport Operations (608-235-1001 or such other number provided to City by County) at least 24 hours prior to entry onto County property for the purpose of exercising rights granted under the Easement. Notwithstanding the foregoing, in the event of an emergency access is permitted upon shorter notice.

# EXHIBIT C

## Easement Area

MG&E POLE 25k-38/94  
TO SERVE WARNING SIREN

S02°22'49"W  
25.00'  
S87°37'11"E  
25.00'  
N02°22'49"E  
25.00'

N87°37'11"W  
25.00'

PROPOSED 25'X25' OUTDOOR  
WARNING SIREN EASEMENT TO  
CITY OF MADISON  
PROPOSED SIREN COORDINATES:  
43°08'10.59" W  
89°21'03.91" N  
DANE CO COORDINATES:  
N 505285.79  
E 829988.90

SE CORNER SECTION 19-8-10  
MEANDER CORNER OBLITERATED  
COMPUTED CORNER USING CITY OF MADISON  
CONTROL INFORMATION:  
N 505208.31  
E 831491.54  
(N 505208.21)  
(E 831491.54)



SCALE: 1"=120 FEET



GRAPHIC SCALE (feet)

M:\DESIGN\Projects\12593\Survey\Drawings\12593 Government Road\_SVY\_Siren Easement.dwg

WEST 1/2 - SE 1/4  
SECTION 19 - 8 - 10  
OWNER: DANE CO DOC NO  
3279278

NON-EXCLUSIVE ACCESS  
ALONG EXISTING ASPHALT  
AND GRAVEL DRIVE.

TOWN OF BURKE  
CITY OF MADISON  
S 1/4 COR TO SIREN EASEMENT  
S87°37'11"E 1133.64'

66' ROADWAY ESMT TO USA 667719  
USA TO CITY 761227  
CITY RETAINED RIGHTS QCD 1416749  
TO BE RELEASED IN THE FUTURE BY A  
SEPARATE INSTRUMENT

CENTER OF SECTION 19-8-10  
FOUND #10 BAR OF RECORD  
N 507944.95  
E 828919.94  
(N 505945.08)  
(E 828919.95)

CL EASEMENT TO WISCONSIN  
TELEPHONE CO.  
34' EAST OF CL OF PACKERS AVE,  
NO WIDTH GIVEN

RIGHT OF WAY TO WISCONSIN BELL  
DOC NO 2172176

SOUTH QUARTER CORNER SECTION 19-8-10  
FOUND #10 BAR OF RECORD  
N 505318.40  
E 828843.13  
(N 505318.30)  
(E 828843.25)

CITY OF MADISON  
ENGINEERING DIVISION  
ENGINEERING PROJ 11808  
REAL ESTATE PROJ 12264

PACKERS AVE (CTH "CV")

TOWN OF BURKE  
CITY OF MADISON  
N01°40'31"E 2627.67'

PACKERS AVE (CTH "CV")



**EXHIBIT D**

Legal Description of Easement Area

Located in part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 19. Township 8 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 19; thence S  $87^{\circ}37'11''$  E, 1133.64 along the south line of the said Southeast  $\frac{1}{4}$  to the Point of Beginning; thence N  $02^{\circ}22'49''$  E, 25.00 feet; thence S  $87^{\circ}37'11''$  E, 25.00 feet; thence S  $02^{\circ}22'49''$  W, 25.00 feet; thence N  $87^{\circ}37'11''$  W, 25.00 feet along the said south line of the Southeast  $\frac{1}{4}$  to the Point of Beginning.