

**PERMANENT LIMITED EASEMENT AND TEMPORARY LIMITED EASEMENT FOR UNDERGROUND ELECTRICAL AND MAINTENANCE ACCESS**

The undersigned, **Frank J. Gaukel** ("GRANTOR") in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto **County of Dane** ("COUNTY"), the County's successors and assigns, the perpetual right and easement to install, inspect, repair, maintain, alter, operate, relocate, and remove the **Electrical Facilities**, as indicated below, upon, in, over, through and across lands owned by the GRANTOR in the **Town of Roxbury, County of Dane, State of Wisconsin**, said Easement Area to be ten (10) feet in width and described as follows:

See Exhibit "A" for a legal description of the easement and Exhibit "B" for a depiction of the easement both of which are attached hereto and made a part hereto ("Easement Area")

This easement is subject to the following conditions:

1. **Electrical Facilities:** This easement is for underground electric line facilities – including, but not limited to, conduit, cables, and other appurtenant equipment associated with underground electric line facilities. The Easement is non-exclusive. GRANTOR reserves the right for itself and its tenants, contractors, invitees, licensees, guests, permittees, successors and assigns of itself, to use the Easement Area for any purpose or purposes which shall not impair the COUNTY's rights hereunder.
2. **Access:** The COUNTY and its agents and contractors shall have the right of reasonable ingress and egress to, over, and across the Easement Area for purposes of installing and maintaining the Electrical Facilities. In addition, COUNTY operations and maintenance staff shall have the right of ingress and egress over and through the Easement Area to access COUNTY-owned land to the west for purposes of installing, maintaining, inspecting COUNTY lake management equipment which may include vehicular use. This access shall in no way provide access for the general public across said Easement Area.
3. **Buildings and Structures:** GRANTOR agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer, or drainage facilities; all without the express written consent of the County. The 10-foot wide Easement Area has been offset five (5) feet from the Grantor's northern property line to accommodate the planting of trees, shrubs or installation of fencing.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed in the Easement Area that will interfere with the easement rights herein granted. The COUNTY has the right to trim, treat with herbicides, or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter, in accordance with applicable laws, rules and regulations for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the GRANTOR agrees not to alter the elevation of the existing ground surface without the written consent of the COUNTY. Said consent is intended to assure that any such elevation changes protect the electric utilities from damage and do not negatively impact the COUNTY's maintenance access across the Easement Area.
6. **Restoration and Damages:** The COUNTY, at its sole expense, shall restore, or cause to have restored, the easement area as nearly as practicable to the original habitat condition existing prior to such entry caused by the installation, maintenance or removal of said Electrical Facilities or maintenance access of the Easement Area. Restoration to the original habitat conditions must be completed within six (6) months of ground disturbance. COUNTY shall maintain the Easement Area in a decent, sanitary, and safe condition during installation, repair, maintenance and access. At no time shall the COUNTY or its contractors allow its work to cause hazardous or unsafe conditions.

This space is reserved for recording data

Return to  
Real Estate Coordinator  
Dane County Land & Water Resources  
5201 Fen Oak Drive, Rm. 208  
Madison, WI 53718

Parcel Identification Number/Tax Key Number  
050/0907-032-8610-6  
050/0907-041-8670-0

7. **Existing or Planned Adjacent Utilities:** COUNTY is responsible for identifying the location of any existing utility lines located within the Easement Area and for any and all damages, costs or liabilities that result from any damages to these lines caused by COUNTY or its contractors. In addition, COUNTY shall work closely with GRANTOR to coordinate utilities that are planned by GRANTOR to serve other parts of the property to assure appropriate location and separation of said services.
8. **Costs:** COUNTY shall be solely responsible for all costs associated with exercising its Easement rights under this agreement.
9. **Liability:** COUNTY assumes and agrees to protect, indemnify, and save harmless the GRANTOR, its agents, and assigns from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
  - a. Out of the construction, installation, maintenance, operation, repair, replacement, inspection, patrol, use and removal of COUNTY's utility equipment or access of the Easement Area.
  - b. Out of any defect in the COUNTY's utility equipment or failure thereof; and
  - c. Out of any act or omission of the COUNTY, its agents, or employees while on or about the Easement Area and the GRANTOR's adjoining property, except to the extent caused by the negligent willful conduct of the GRANTOR.
  - d. Out of the COUNTY's exercise of any and all rights, duties, and responsibilities granted by this Easement.
10. **Rights Not Granted to the COUNTY:** The COUNTY shall not have the right to construct or place fences, buildings or any other facilities other than the above Electrical Facilities. The COUNTY has no rights to grant the public access to the Easement Area other than for the purposes stated for COUNTY staff access and maintenance.
11. **Reservation of Use by the GRANTOR:** The right is hereby expressly reserved to the GRANTOR, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
12. **Termination:** This Easement shall automatically terminate upon COUNTY's abandonment of the Easement Area and shall automatically revert to and re-vest in the GRANTOR without reentry upon the abandonment of the use of the same for utility purposes for which this Easement was granted or upon non-use of the same for a period of two (2) years.
13. **Default:** In the event that either party shall default in the performance of any obligation hereunder, the non-defaulting party may cause such default to be cured at the expense of the defaulting party, after giving reasonable written notice and right to cure of such default, which sum the defaulting party shall pay within thirty (30) days after demand. In addition to the right to collect any and all such sums, the non-defaulting party may seek to enjoin such default in a court of competent jurisdiction. Any party required to resort to litigation to successfully enforce its rights hereunder, shall recover the cost and expenses of such litigation, including reasonable attorney's fees, from the other party.
14. **Assignment:** COUNTY may not convey, assign or transfer its interests in this Easement without the prior written consent of GRANTOR.
15. **Construction of Law and Venue:** This Agreement and any amendments thereto shall be construed in accordance with and governed by the laws of the State of Wisconsin. Venue shall be in the State of Wisconsin.
16. **Entire Agreement:** This instrument and its attachments sets forth the entire agreement of the GRANTOR and COUNTY with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein.
17. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

SIGNATURES BEGIN ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**GRANTOR: Frank J. Gaukel**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF DANE                )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_  
\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument, and  
acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name, Notary Public

Notary Public, State of Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

**ACCEPTANCE OF ELECTRICAL AND ACCESS EASEMENT  
BY COUNTY OF DANE**

**GRANTEE: COUNTY OF DANE**

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

\_\_\_\_\_  
Date

STATE OF WISCONSIN            )  
  ) ss.  
DANE COUNTY                    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the above named Scott McDonell to me known to be  
the person who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin  
My commission (expires) (is) \_\_\_\_\_

**ATTACHMENTS:**

- EXHIBIT A      Legal description for the Property**
- EXHIBIT B      Property and Easement Corridor Map**

This instrument was drafted by: Dane County Corporation Counsel

Exhibit A

**Easement Legal Description**

AN EAST-WEST STRIP OF LAND TEN (10) FEET IN WIDTH WHICH BEGINS FIVE (5) FEET SOUTH OF THE NORTHERLY PROPERTY LINE OF THE FOLLOWING GRANTOR PARCEL:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 7 EAST, IN THE TOWN OF ROXBURY, DANE COUNTY, WISCONSIN, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 87° 30' EAST, 207.84 FEET ALONG THE NORTH LINE OF SAID SECTION 3; THENCE SOUTH 03° 18' EAST, 824.91 FEET TO A POINT ON A MEANDER LINE, SAID POINT BEING 20 FEET, MORE OR LESS, FROM THE WATER'S EDGE OF FISH LAKE; THENCE SOUTH 21° 46' 05" WEST, 526.39 FEET ALONG SAID MEANDER LINE TO A POINT WHICH IS 34 FEET, MORE OR LESS, FROM THE WATER'S EDGE OF FISH LAKE, SAID POINT BEING ON THE WEST LINE OF SAID SECTION 3 AND THE END OF SAID MEANDER LINE; THENCE NORTH 02° 38' WEST, 1304.71 FEET ALONG THE WEST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING. SAID PARCEL INCLUDES ALL LAND LYING BETWEEN SAID MEANDER LINE AND THE WATER'S EDGE OF FISH LAKE.

**PARCEL NO. 050-0907-032-8610-6**

**EXHIBIT B**  
**T. Roxbury - SECTION 3**  
**ELECTRICAL AND MAINTENANCE ACCESS EASEMENT**

