

EASEMENT AGREEMENT

between
DANE COUNTY
and
THE VILLAGE OF MCFARLAND

For good and valuable consideration, **Dane County**, a governmental body ("Grantor"), does hereby convey, grant, bargain, sell and assign to the **Village of McFarland**, a municipal corporation ("Grantee"), a perpetual right and easement over, under and across the following described premises (the "Easement"), located in Dane County, Wisconsin for the purposes described herein:

Being a part of Government Lot 1, in the SW 1/4 of the SW 1/4 of Section 3 Town, 6 North, Range 10 East, Village of McFarland, Dane County, Wisconsin.

Commencing (POC) at the SW Corner of Section 3; Thence N05°05'43"E., 985.79 feet along the West line of the SW 1/4 of Section 3; Thence S84°49'11"E., 365.86 feet, to the point of beginning (POB);

Thence N18°00'53"E., along the right-of-way of USH "51" (Korean War Veterans Memorial Hwy), 21.29 feet; Thence N17°35'16"E., 15.23 feet; Thence S72°24'44"E., 58.00 feet; Thence S17°50'02"W., 36.95 feet; Thence N71°59'07"W., 58.00 feet to the point of beginning.

Said lands contain 2,129 square feet. The Easement is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein.

This grant is not a conveyance and is exempt from a real estate tax pursuant to Wis. Stat. § 77.25(2).

The Easement is subject to the following:

- 1) Grant of Rights. The Grantee shall have the following rights within the Easement:
 - a. To lay out, mark, develop, construct and maintain a municipal sign structure (the "Sign") of substantially the design depicted in Exhibit B, and to update and replace the same from time to time as determined by Grantee; to make minor topographical changes to the Easement for purposes of installing the Sign, and to install and maintain landscaping improvements and manage other vegetation in order to maintain and enhance the visibility and aesthetic value of the Easement.
 - b. To install, or grant the right to install, place and display, narrative or graphical information showing the name of Grantee.
 - c. To install, maintain and operate lighting and utilities therefor to illuminate the Sign.

After recording return to:
Village of McFarland
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558
Attn: Andrew Bremer

Parcel ID No. 028/0610-033-9080-4

- d. To demolish and remove the existing sign structure and all structures and materials currently located within the bounds of or adjacent to the Easement, and to perform any earthwork on site associated with such removal.
 - e. To inspect and maintain the Easement and to enforce the covenants of the Grantor and the rights of the Grantee by any action in law or in equity. The Grantee shall not waive or forfeit its right to take legal action to enforce this agreement by any prior failure to act.
- 2) Covenants of Grantor. Grantor makes the following agreements and covenants, on behalf of itself, its heirs, successors and assigns, which shall run with and bind the Easement in perpetuity:
- a. There shall be no construction or placing of any structures, buildings, advertising signs, billboards or other advertising materials or other above-ground structures within the Easement other than the Sign, or within one hundred fifty (150) feet of the Easement, unless approved in writing by Grantee;
 - b. There shall be no filling, excavating, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any change in the topography of the Easement in any manner;
 - c. There shall be no dumping of trash, garbage or other unsightly or hazardous material upon or within the Easement;
 - d. The Grantor may not:
 - i. Plant or produce cultivated agricultural crops within the Easement,
 - ii. Mow or spray chemicals within the Easement except as necessary to comply with noxious weed control laws or to control pests,
 - iii. Operate any motorized vehicle within the Easement without prior approval by the Grantee.

The foregoing covenants shall be construed only to limit the use of the Easement by Grantor, its heirs, successors and assigns and shall not be construed to impose any liability on any of said parties for violations by the public or by any person other than himself, herself or itself.

3) Reserved rights of Grantor:

- a. The Grantor may use the Easement insofar as such use is consistent with the rights, privileges, restrictions and covenants contained in this Easement Agreement.
- b. Notwithstanding any other provision in this Easement Agreement, Grantor shall retain the right to construct, install, reconstruct, repair, replace, operate and maintain across the Easement any public water, sewer, electric, natural gas, telephone, fiber optic or cable television pipes, conduits, wires, cables or other facilities to serve the remainder of Grantor's property or any other lands. All such facilities located within the Easement shall be constructed underground. In any case where the activities authorized hereby require excavation within the Easement, Grantor shall promptly restore the surface of the Easement to the condition it was in immediately prior to such excavation to the extent practicable. Grantor shall make all reasonable efforts to minimize the amount of time during which the surface of the Easement is disturbed. Grantor's rights as provided in this paragraph may be

assigned to any governmental entity or other service provider separately from Grantor's fee interest in the Easement. Grantor shall coordinate the installation of all utilities with Grantee to ensure the upkeep and good condition of the Sign during construction.

- 4) Temporary Limited Easement. Grantor also grants to Grantee a Limited Term Easement (LTE) over Grantor's land thirty (30) feet on all sides of the Easement, as depicted in Exhibit A. The term of the LTE shall be from the date of execution of this Agreement and run until the Grantee has completed final installation of the Sign, or December 31, 2028, whichever is sooner. Grantee may use the LTE for accessing the Easement area, for storing materials, and for storing and operating machinery in the installation and construction of the Sign.
- 5) Binding Effect and Assignment. The Easements and covenants granted by this Agreement shall run with the lands described herein and are binding upon the heirs, successors and assigns of the Grantor and shall benefit Grantee and its successors and assigns.
- 6) Authority Warranty. Grantor warrants that is has the authority to grant this Easement and that any necessary corporate actions have been taken to authorize the undersigned to execute this Easement on behalf of Grantor.

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year written below.

GRANTOR: DANE COUNTY

By: _____

*

AUTHENTICATION

Signature(s) of _____

Authenticated this ____ day of _____, 2025.

*

TITLE; MEMBER STATE BAR OF
WISCONSIN

(If not, _____ authorized by §706.06,
Wis. Stat.)

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Daniel J. Evans, SBN 1044967
Attorney for the Village of McFarland

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF DANE

Personally came before me this ____ day of _____, 2025, the above-named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

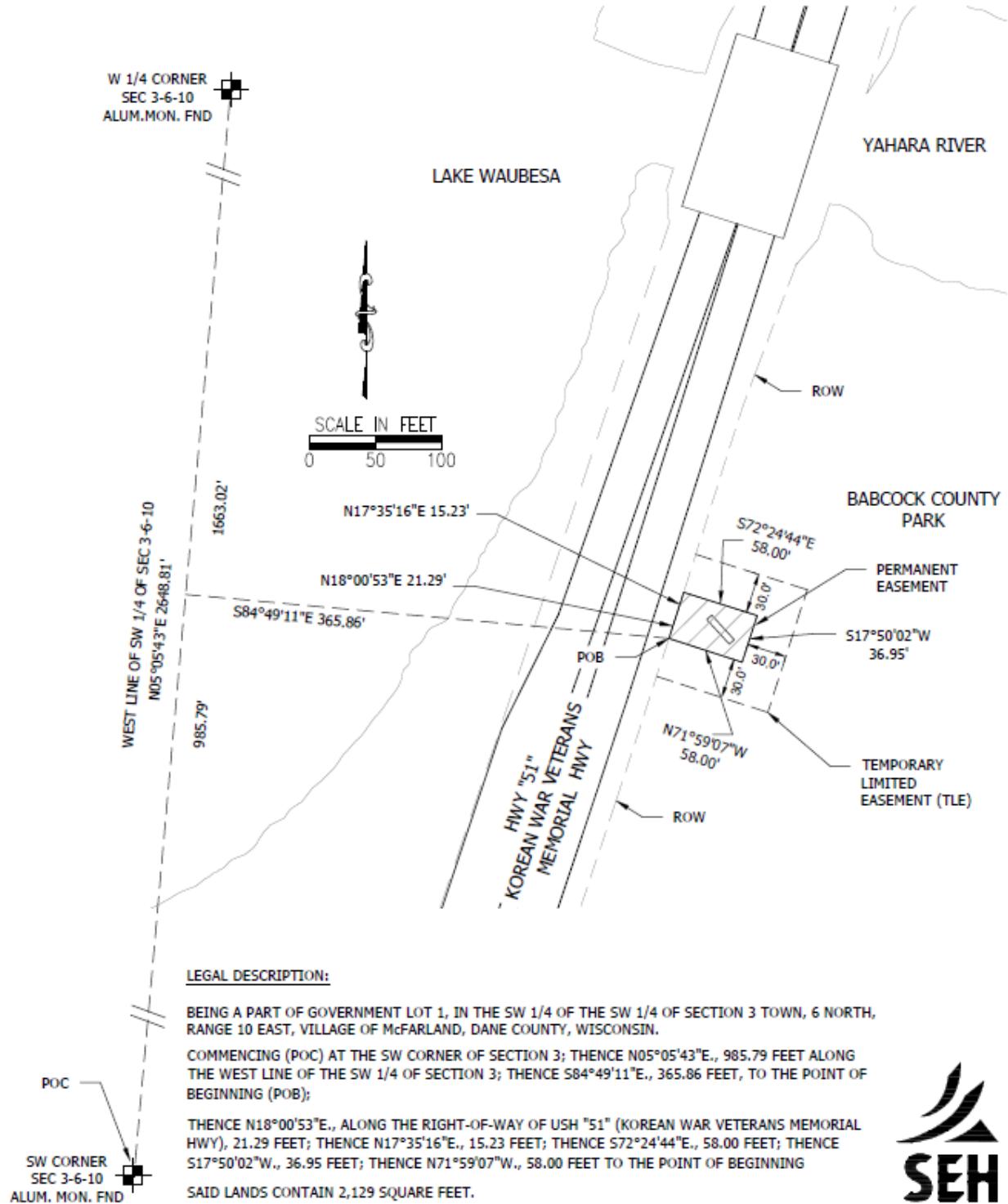
*

Notary Public, Dane County, Wisconsin.
My Commission is permanent. (If not, state expiration date):

*Names must be printed or typed below each signature.

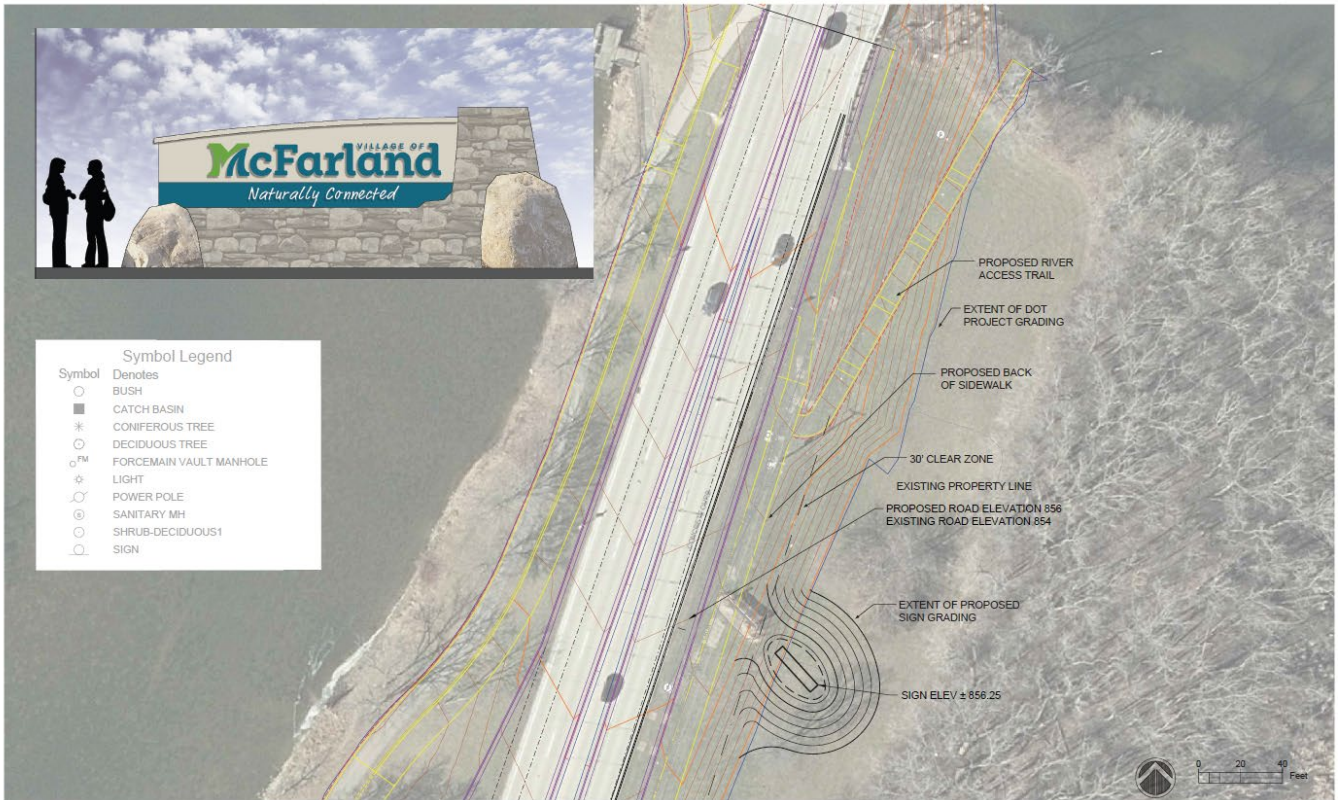
EXHIBIT A EASEMENT LEGAL DESCRIPTION AND SURVEY MAP

BEING A PART OF GOVERNMENT LOT 1, IN THE SW 1/4 OF THE SW 1/4 OF
SECTION 3 TOWN 6 NORTH, RANGE 10 EAST,
VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.



SEH 501 MAPLE AVE., DELAWARE, WI 53018 262-646-6855
PATH: X:\K0\M\MCFAW\167415\9-SURVEY\92-CAD\10-C3D\MCFAW_167415 - LEGAL AND EXHIBIT.DWG

EXHIBIT B PROPOSED SIGN



McFARLAND GATEWAY SIGNAGE - JULY 2022

