

**EASEMENT AND MAINTENANCE AGREEMENT
FOR DANE COUNTY HISTORICAL MARKER**

This Easement and Maintenance Agreement for Placement of Historical Marker (referred to herein as “Agreement”) dated as of _____ is entered into between the County of Dane (the “County”) and LANDOWNER(S) NAME(S) (the “Grantor”), the property owners, for placement and maintenance of a historical marker commemorating NAME OF HISTORICAL INDIVIDUAL OR EVENT,

Whereas the Grantor is the owner of real property in the Town of _____, Dane County, Wisconsin, which the County has selected as a site for the historical marker; and

Whereas, the County desires an Easement for the purposes of installing, constructing, maintaining, repairing, replacing, and removing the historical marker;

Now therefore, in consideration of the mutual covenants and obligations contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the County, an Easement for a historical marker entitled “NAME ON MARKER” (the “Marker”) in accordance with the following declarations and restrictions.

1. Grant of Easement. The Grantor does hereby grant, declare and establish to the County, its employees, contractors, licensees, successors and/or assigns, a non-exclusive, perpetual public Easement upon, under, over, across and through the Property as described on Exhibit A and depicted on Exhibit B which are both attached hereto and incorporated herein (the “Easement Area”), for the installation, construction, maintenance, repair, replacement and removal of the Marker and in addition for public access to the Easement Area between dawn and dusk, seven days a week, and 365 days a year to view and photograph the Marker. Grantor may not charge for this public access. Grantor warrants and covenants that Grantor has the full right and authority to convey to the County this perpetual Easement, and that the County shall have quiet and peaceful possession, use and enjoyment of the same.
2. Construction. The County shall be responsible for any and all construction and installation costs of the Marker. Construction activity shall be performed and completed in a good and workmanlike manner and shall not interfere with the use of Grantor’s abutting land. Following completion of installation, the County shall restore the Easement Area affected by the work to the original condition prior to commencement of the construction.
3. Maintenance. The County shall be responsible for any and all maintenance of the Marker. The Grantor shall notify the County if the Marker is in need of cleaning, repair, or refurbishment, or is missing damaged or stolen. The County will repair and maintain the Historical Marker at its discretion and the County is not obligated to replace the Marker.
4. Easement Area. The Easement Area shall be in the location described on Exhibit A and depicted on Exhibit B. The Grantor may request to change the location of the Marker and Easement Area in writing to the County and the Heritage Preservation Commission (the “Commission”). If the County and Commission determine in their sole discretion that the Marker and Easement Area may be moved to a new location, an addendum to this Agreement shall be executed, and the Grantor shall be responsible for any and all costs of relocating the Marker, unless payment by the County or other party is agreed to by the County and Commission in writing.

This space is reserved for recording data

Return to:

Dane County Planning & Development
210 Martin Luther King Jr. Blvd.
Rm 116
Madison, WI 53703

Parcel Identification Number/Tax Key Number

5. Term. This Easement shall run with the land in perpetuity, regardless of any changes in land ownership or control. The Easement shall terminate once the Marker is permanently removed by the County. The County shall record a release or termination of easement with the Dane County Register of Deeds Office.
6. County Property. The Marker shall remain the property of the County and, upon prior written notice to the Owner, may be removed by the County. The Grantor shall allow (free of charge) photographs, location information, and address of the marker to be published on the County website and held in the County's permanent marker file.
7. Indemnification. The Grantor and the County shall be responsible for 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. 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 of this Easement.
8. Compliance. The Grantor and County shall comply with all applicable laws with respect to the Easement Area, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
9. Breach. In the event of a breach of this Easement by Grantor or County, each Party shall have, in addition to other rights as may herein be provided, all rights and remedies provided at law or in equity, including the right of specific performance and to recover all costs, expenses and damages incurred. If either Party fails to perform any of its obligations hereunder within thirty (30) days after it receives written notice from the non-defaulting Party of such failure, then in addition to all other remedies available at law or in equity, any non-defaulting Party shall have the right to perform such obligation on behalf of the Party who has failed to perform such obligation (the "Defaulting Party"), in which case the Defaulting Party shall reimburse the reasonable cost of performing such obligation. Each Party shall be responsible for its own attorney fees.
10. Amendment. This Easement may not be amended, modified, terminated, or released without the written consent of the Grantor and the County, or their respective successors-in-interest.
11. Binding Effect. The rights, obligations and liabilities granted herein shall be deemed to be covenants running with the land. This Easement shall be binding upon the Grantor, 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 shall be recorded at the office of the Dane County Register of Deeds.

END OF CONDITIONS

ACCEPTANCE OF EASEMENT AND MAINTENANCE AGREEMENT FOR DANE COUNTY HISTORICAL MARKER BY OWNERS

The following *OWNERS* hereby sign this *EASEMENT AND MAINTENANCE AGREEMENT FOR DANE COUNTY HISTORICAL MARKER*:

(Signature) (Date)

(Print Name)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the ____ day of _____,
20____, by _____

(Name of Owner)

(Signature of Notary)

(Print Name)

Notary Public, State of _____

My commission expires (is permanent) _____.

(Signature) (Date)

(Print Name)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the ____ day of _____,
20____, by _____

(Name of Owner)

(Signature of Notary)

(Print Name)

Notary Public, State of _____

My commission expires (is permanent) _____.

ACCEPTANCE OF EASEMENT AND MAINTENANCE AGREEMENT FOR DANE COUNTY HISTORICAL MARKER BY COUNTY

The County of Dane hereby signs this *EASEMENT AND MAINTENANCE AGREEMENT FOR DANE COUNTY HISTORICAL MARKER*:

(Print Name) as _____
(Title) of _____
County of Dane

By: _____
(Signature of Authorized Representative)

(Print Name, Title)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____
(Name)

as _____ of _____
(Title) County of Dane

(Signature of Notary)

(Print Name)

Notary Public, State of _____.

My commission expires (is permanent) _____.

This instrument was drafted by Ben Kollenbroich, Senior Planner, County of Dane

Exhibit A
Legal Description

Exhibit B
Depiction of Easement Area