EASEMENT AGREEMENT

This	Easement A	greement ("Agreement") is made		
as of this	day of	2016 by and between		
TOWN OF S	SHELBY , a W	isconsin Municipality, ("Grantor"),		
and the CITY OF LA CROSSE, a Wisconsin Municipality				
("Grantee").		•		

RECITALS

A. Grantor is the owner of a certain parcel of land identified as Tax Key No. 17-, which consists of the real property **Exhibit A** attached hereto and made a part hereof (both Exhibits A & B hereafter referred to as the "Easement Area").

This space is reserved for recording data		
Return to		
CITY ATTORNEY 400 LA CROSSE STREET LA CROSSE, WI 54601		
Parcel # 17-		

- B. Grantee desires to establish an easement for the purpose of water main, storm sewer, Pammel Creek wall maintenance and repair, leaf storage, snow storage, trail maintenance and access for use by the public.
- C. Grantor is willing to permit said uses by the general public and the Grantee in the Easement Area pursuant to the terms and conditions of this Agreement.
- D. Grantor and Grantee wish to join in this Agreement for the purpose of setting forth their respective rights and obligations with respect to Grantee's construction, maintenance and use of the Easement Area.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Grant of Easement: Grantor hereby grants to Grantee a permanent easement, more fully described as the Easement Area, with the right to (1) store leaves and snow, (2) create, permit and improve access and maintenance to the recreational trail and Pammel Creek wall located adjacent to the easement area and (3) maintenance of water main and storm sewer. Grantee and its employees, agents, representatives, invitees and visitors, shall have the right to enter upon and to pass and repass on and over the Easement Area as shall be reasonably required to construct, replace, maintain, remove and use the recreational trail from time to time, as well as use Easement Area for the storage of leaves and snow, as well as the water main and storm sewer. Grantee agrees to restore any contiguous property disturbed by the exercise of its rights hereunder to substantially the same condition as existed prior to the disturbance. This Agreement shall not operate to convey to Grantee the fee interest in any part of the Easement Area or any other property of Grantor.
- 2. <u>Liens:</u> Grantee agrees not to create, or permit to be created or remain, any lien, encumbrance or any imposition of mechanics, laborers or materialmens lien, which might be or become a lien, encumbrance or charge upon the Easement Area.
- 3. <u>Property Rights</u>: Grantor hereby reserves and retains all other property rights in and to the Easement Area, including, the right to use the Easement Area for any purpose whatsoever, so long as such use does not interfere with Grantee's rights hereunder.

4.	Miscellaneous: This Agreement and the rights and obligations set forth herein
shall be binding	upon and inure to the benefit of the parties hereto and their respective heirs,
representatives,	successors and assigns. This Agreement sets forth the entire understanding of
the parties cond	erning the subject matter hereof and may not be changed except by a written
	d by all parties. If any provision of this agreement shall be illegal or
unenforceable i	n any respect, the remainder of this Agreement shall not be affected and shall be
valid and enforc	eable to the full extent permitted by law.

- Due Authority: The individuals signing this Agreement warrant that they have full right, power and authority to bind the parties on whose behalf they are signing this document,
- Governing Law: This Agreement shall he deemed to have been made in La Crosse County, Wisconsin, and shall be construed in accordance with the laws of the State of Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the circuit court for La Crosse County, Wisconsin.
- Amendment: This Agreement may only be amended by a written instrument executed by the parties hereto or their successors or assigns.
- 8. Notices: All notices given to any party to this Agreement shall be sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

To Grantor: Town of Shelby Town Clerk

2801 Ward Avenue La Crosse WI 54601

To Grantee: The City of La Crosse

City Clerk - City Hall 400 La Crosse Street La Crosse, WI 54601

With a copy to: Legal Department

400 La Crosse Street La Crosse WI 54601

All notices shall be deemed given two (2) days after the postmark date.

9. The recitals are incorporated into the Agreement as if fully restated.

GRANTOR:	
By: <mark>Name:</mark> Title	
STATE OF WISCONSIN)
COUNTY OF LA CROSSE) ss.)
	day of, 2016, the above-named who executed the foregoing instrument and
	Notary Public, State of Wisconsin My Commission:

GRANTEE: THE CITY OF LA CROSSE

THIS INSTRUMENT DRAFTED BY:

Attorney Stephen F. Matty City Attorney City of La Crosse 400 La Crosse St La Crosse WI 54601