

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of this 11th day of August 2016 by and between COURTESY CORPORATION, a Wisconsin Municipality, ("Grantor"), and the CITY OF LA CROSSE, a Wisconsin Municipality ("Grantee").

RECITALS

A. Grantor is the owner of a certain parcel of land described on the attached Exhibit A and made a part hereof. ("Easement Area").

B. Grantee desires to establish a utility easement.

C. Grantor is willing to permit said use by 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 utility easement, more fully described as the Easement Area. Grantee and its employees, agents, representatives, its invites 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 from time to time for utility purposes. 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. Liens: 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. Property Rights: 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 unreasonably 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 concerning the subject matter hereof and may not be changed except by a written document signed by all parties. If any provision of this agreement shall be illegal or unenforceable in any respect, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the full extent permitted by law.



1680351

LACROSSE COUNTY REGISTER OF DEEDS CHERYL A. MCBRIDE

RECORDED ON 08/23/2016 09:10AM

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Return to EXEMPT #: 112 PAGES: 4

CITY ATTORNEY 400 LA CROSSE STREET LA CROSSE, WI 54601

Parcel # 17-

5. 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,

6. Governing Law: This Agreement shall be 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.

7. 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: Courtesy Corporation
2700 National Drive #100
Onalaska WI 54650


To Grantee: The City of La Crosse
Legal Department - City Hall
400 La Crosse Street
La Crosse, WI 54601

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

9. Recitals are incorporated into Agreement as if fully restated.

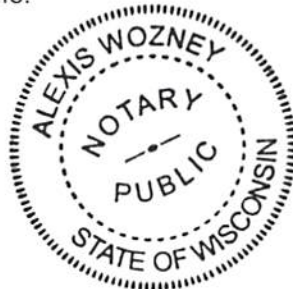
GRANTOR:

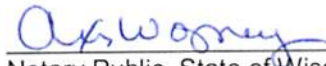
By:


Richard Lommen, President
Courtesy Corporation

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Personally came before me this 17 day of August, 2016, the above-named person(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.




Notary Public, State of Wisconsin Alexis Wozney
My Commission: 06/14/2020

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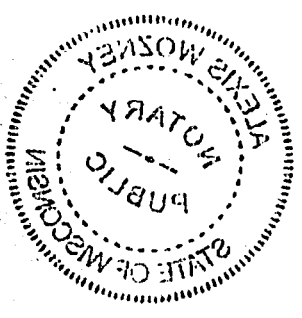


EXHIBIT "A"

A parcel of land being part of Block 40 of the vacated Plat of Northern Addition to the Village of La Crosse located in Government Lot 1, Section 17, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows:

Said parcel being part of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way described as: Beginning at the Southwest corner of a tract of land described in Document Number 1413708 of County records, said point being on the Southeast Right of Way line of said abandoned Railroad as well as the Northwesterly line of Block 2 of N.W. Twining's Addition to the City of La Crosse; thence along the Northwesterly line of said Document 1413708 and its Northeasterly extension, being also along the said abandoned Southeasterly Railroad Right of Way line, N 31°51'10" E, 97.56' to the South line of a tract of land described in Volume 981, Page 374 of County Records; thence N 89°17'45" W, 116.85' more or less along said tract's South line to the said abandoned Northwest Railroad Right of Way line; thence S 31°51'10" W, 37.12' along said abandoned Northwest Railroad Right of Way line; thence S 58°08'50" W, 100.00' to the point of beginning.

Described parcel area is 6,734 square feet more or less.

Created by: jmc 2/29/2016

S:\PROJECTS\2016 MISC\2016-008 McDonalds George Street land sale and Vacation of George place\Surplus land sale to McDonalds.docx