

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of this ____ day of _____ 2016 by and between **TOWN OF SHELBY**, 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 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").

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. 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 interfere with Grantee's rights hereunder.

This space is reserved for recording data

Return to

CITY ATTORNEY
400 LA CROSSE STREET
LA CROSSE, WI 54601

Parcel # 17-

GRANTEE: THE CITY OF LA CROSSE

By: _____
Timothy Kabat, Mayor

By: _____
Teri Lehrke, City Clerk

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

Personally came before me this ____ day of _____, 2016, the above-named Timothy Kabat, Mayor, and Teri Lehrke, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

THIS INSTRUMENT DRAFTED BY:

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