

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement is between the undersigned Grantor ("Grantor") and the City of La Crosse ("City"). The Grantor and City are sometimes referred to collectively in this agreement as the "Parties."

The Grantor owns real property in the City of La Crosse, described as Lot 2 on the CSM recorded with the La Crosse County Register of Deeds on September 25, 2025 as Document No.: 1839110.

In consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor is providing a ten feet wide easement, along the entire length of the eastern boundary of Lot 2 on the CSM recorded with the La Crosse County Register of Deeds on September 25, 2025 as Document No.: 1839110, (Easement Area), upon the following terms:

1. The Grantor provides a utility easement to the City of La Crosse, ten feet wide, the entire length of the eastern boundary of Lot 2 on the CSM recorded with the La Crosse County Register of Deeds on September 25, 2025, as Document No.: 1839110.
2. The City shall have the perpetual right, privilege and easement to survey, construct, operate, maintain, repair, relocate, reconstruct, replace and remove any utilities, devices and other facilities and appurtenances (collectively referred to as "Facilities" for utility purposes through, under and across the Easement Area.
3. City shall also have the full right and authority to:
 - (1) Reasonable access to the Easement Area and Facilities across the property.
 - (2) Reasonable temporary use by the City of the property adjacent to the Easement Area during construction, repair or replacement of the Facilities; and
 - (3) Reasonable removal of vegetation during construction repair or replacement of Facilities.
4. Grantor agrees that it will not perform any act in the Easement Area which will interfere with or endanger the Facilities. Grantor shall not locate any additional structure or obstruction within the Easement Area without the express written consent of the City. The City acknowledges there are presently structures and vegetation within the Easement Area that shall be permitted to remain. If the City needs to replace the utilities located under the structures, the City will do so in a manner that will not damage the structures (i.e.boring).
5. The City shall restore the surface disturbed by any work performed within the Easement Area to its condition before the disturbance, reasonable wear and tear accepted.
6. Grantor covenants with the City that Grantor is the owner of the above-described property and has the right to convey an easement.

1839547

**LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS**

**RECORDED ON
10/06/2025 02:03 PM
PAGE COUNT: 4**

EXEMPT #:

**RECORDING FEE 30.00
ELECTRONICALLY RECORDED
AND RETURNED TO SUBMITTER**

This space is reserved for recording data

Return to ~~4-10-2025-10~~
Juniper Partners
1131 Main St
Omaha NE 68102

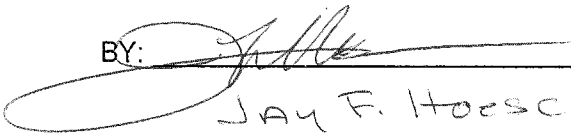
Parcel Identification Number/Tax Key Number

Part of 17-50325-200

7. Grantor agrees to execute and deliver to the City, without additional compensation, any additional documents needed to correct the legal description of the Easement Area to conform to the actual layout occupied by the Facilities.
8. It is mutually agreed that this instrument covers all agreements and stipulations between the Parties and that no representation, verbal or written, has been made modifying, adding to or changing the terms hereof.
9. The rights granted herein may be exercised at any time subsequent to the execution of this document and such rights shall continue until the City has notified the Grantor that the City has abandoned and relinquishes its easement rights.
10. All provisions of this easement shall be deemed to run with the title of the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

JUNIPER PARTNERS

BY: _____


Jay F. Hoeschler

BY: _____

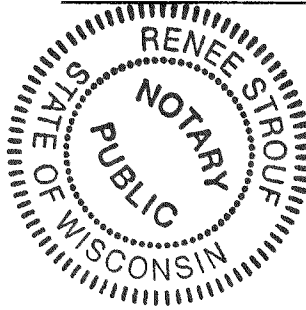
Subscribed and sworn to before me
this 1st day of ~~September~~, 2025

October



Notary Public, State of WI

My Commission: 10-16-2028



Drafted by
Legal Department
400 La Crosse St
La Crosse WI 54601



DocId:86303883

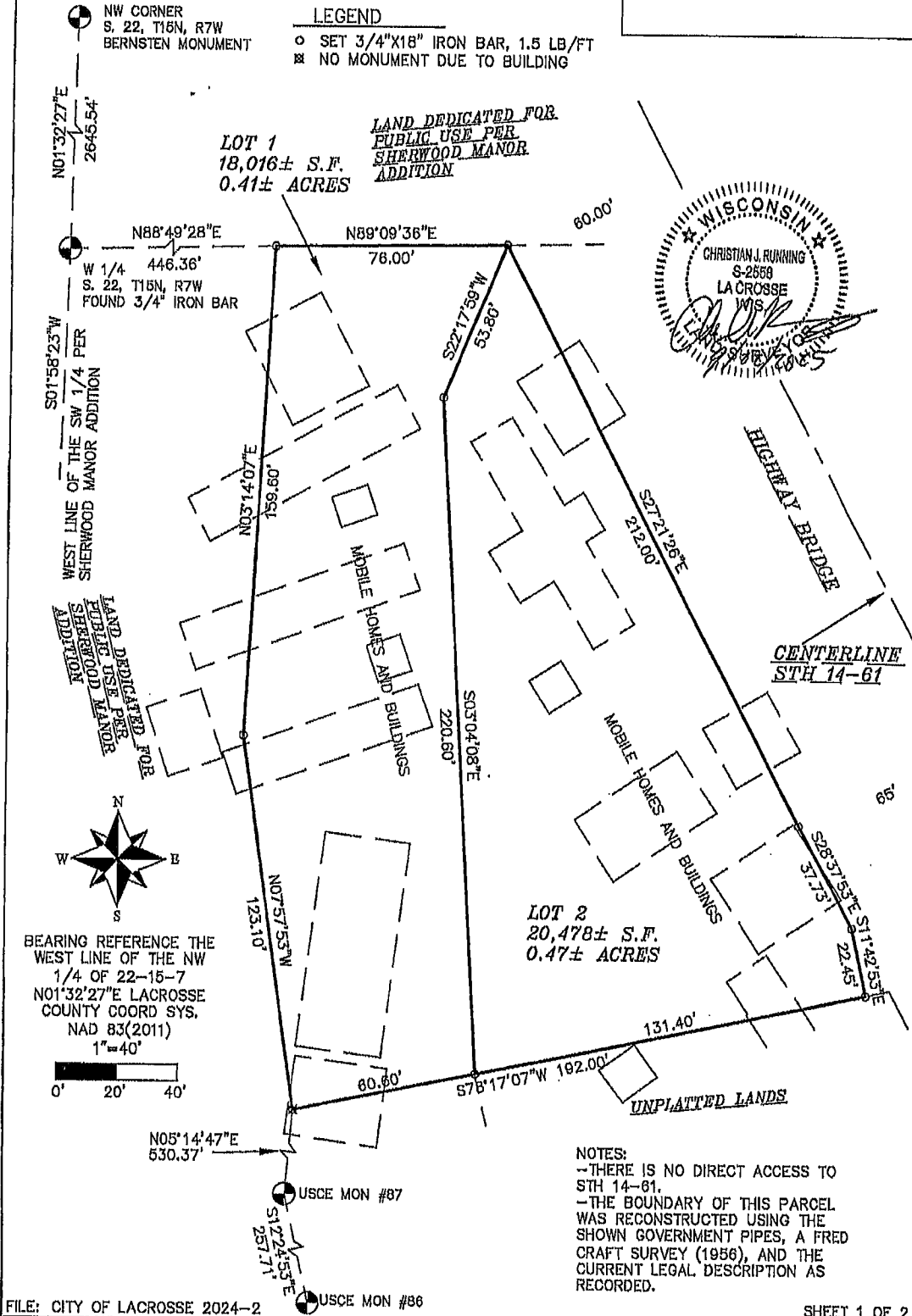
Tx:4204588

1839110
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
09/25/2025 11:28 AM
PAGE COUNT: 2
VOLUME: 20 **PAGE: 172**

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE NW-SW OF SECTION 22,
T15N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY,
WISCONSIN.



CERTIFIED SURVEY MAP

LOCATED IN PART OF THE NW-SW OF SECTION 22,
T15N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY,
WISCONSIN.

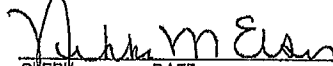
LEGAL DESCRIPTION:

LOCATED IN PART OF THE NW-SW OF SECTION 22, T15N, R7W, CITY OF
LA CROSSE, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 22;
THENCE N88°49'28"E 446.38 FEET TO THE POINT OF BEGINNING;
THENCE N89°09'36"E 76.00 FEET TO THE WESTERLY R/W OF STH 14-61;
THENCE ALONG SAID R/W S27°21'26"E 212.00 FEET, S28°37'53"E 37.73
FEET, AND S11°42'53"E 22.45 FEET;
THENCE S78°17'07"W 192.00 FEET;
THENCE N07°57'53"W 123.10 FEET;
THENCE N03°14'07"E 159.60 FEET TO THE POINT OF BEGINNING;
CONTAINS 38,494± S.F. OR 0.88± ACRES
SUBJECT TO AND TOGETHER WITH ANY EASEMENTS, COVENANTS,
RESTRICTIONS, OR RIGHTS OF WAYS OF RECORD.

CITY OF LA CROSSE APPROVAL

THE CITY OF LA CROSSE HEREBY APPROVES THIS CERTIFIED SURVEY MAP.

 9/24/2025
CLERK, DATE

I, CHRISTIAN J. RUNNING, PROFESSIONAL LAND
SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE
WITH THE PROVISIONS OF CHAPTER 236.34 OF THE
WISCONSIN STATUTES, AND WITH THE SUBDIVISION
ORDINANCES OF THE CITY OF LA CROSSE, AND UNDER
THE DIRECTION OF THE CITY OF LA CROSSE, OWNER OF
SAID LAND, THAT I HAVE SURVEYED, DIVIDED AND
MAPPED THE ABOVE CERTIFIED SURVEY MAP; THAT SUCH
MAP CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES
AND THE SUBDIVISION OF THE LAND SURVEYED.

CHRISTIAN J. RUNNING
PLS 2558
DATE: 7/25/2024
REV: 12/12/2024
REV: 9/22/2025

FOR:
CITY OF LA CROSSE
400 LA CROSSE ST
LA CROSSE, WI 54601

BY:
RUNNING LAND SURVEYING
700 DAUPHIN ST.
LA CROSSE, WI 54603

