

**TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT**

Return to:  
City Attorney  
400 La Crosse St.  
La Crosse WI 54601  
Tax Parcel 17-10671-140

THIS TEMPORAY CONSTRUCTION EASEMENT AGREEMENT (*Agreement*) is granted by the Moorings Homeowners Association, Inc. (the *Owner*) to the City of La Crosse (the *City*).

**RECITALS**

A. The Owner is the fee holder of certain real property in the City of La Crosse, La Crosse County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. The City has requested that the Owner grant a temporary construction easement (the *Temporary Construction Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the *City Easement Area*).

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Temporary Construction Easement.** During the period of construction or installation of improvements within the Property, the City shall have a Temporary Construction Easement over those portions of the Property as described in Exhibit A and highlighted on Exhibit B for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the final completion date for the project.

**2. Consistent Uses Allowed.** The Owner reserves the right to use the Temporary Construction Easement for purposes that will not interfere with the City's full enjoyment of the Easement rights granted in this Agreement.

**3. Restoration of Surface.** The City shall restore the surface disturbed by any construction located within the Temporary Construction Easement to its condition before the disturbance.

**4. Covenants Run with Land.** All terms and conditions in this Agreement, including the



benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the City and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

**5. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

**6. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement.

**7. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

**8. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

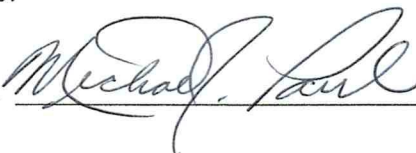
**9. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

**10. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

**11. No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

Dated: 3-8-2021

The MOORINGS HOMEOWNERS ASSOCIATION,  
INC.

By: 

By: \_\_\_\_\_

Subscribed and sworn to before me this



8<sup>th</sup> day of ~~October~~, 2020. <sup>SS</sup> March, 2021

[Signature]  
Notary Public, State of WI/AZ  
My commission expires: Nov 9, 2022



CITY OF LA CROSSE

By: \_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_ day of October, 2020.

\_\_\_\_\_  
Notary Public, State of WI  
My commission expires: \_\_\_\_\_



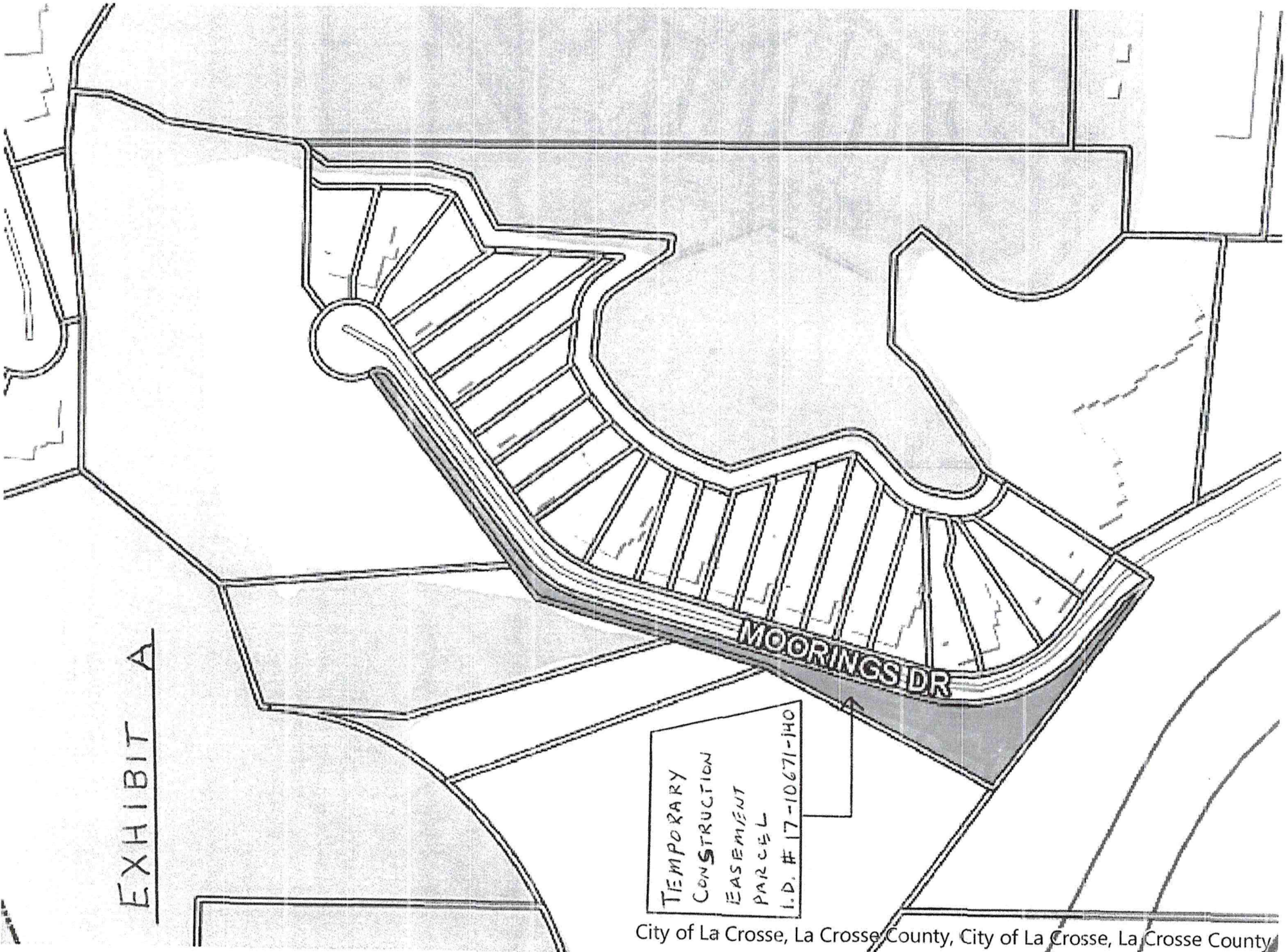


EXHIBIT A

TEMPORARY  
CONSTRUCTION  
EASEMENT  
PARCEL  
I.D. # 17-10671-140





EXHIBIT B

Temporary Construction Easement Description

Part of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and all of Outlot 2 of the Moorings (A Planned Unit Development) and part of Government Lot 4. All located in Section 17, T16N-R7W, City of La Crosse, La Crosse County, Wisconsin, described as follows:

Beginning at the northeast corner of said Lot 1, thence S 35 degrees 34'00" W 288.44 feet to the southeast corner of said Outlot 2;  
thence, along the South line of said plat, N 63 degrees 02'00" W 280.00 feet;  
thence, continuing along said South line, N 74 degrees 49'04" W 262.15 feet;  
thence, continuing along said South line, N 37 degrees 31'07" W 305.88 feet;  
thence, 221.52 feet along the arc of a 47.01 foot radius curve, concave to the East, the chord of which bears, N 07 degrees 28'28" E 66.49 feet;  
thence, S 37 degrees 31'08" E 281.75 feet;  
thence, 106.68 feet along the arc of a 163.87 foot radius curve, concave to the northeast, the chord of which bears S 56 degrees 10'06" E 104.80 feet;  
thence, S 74 degrees 49'04" E 357.65 feet;  
thence, 162.01 feet along the arc of a 139.42 foot radius curve, concave to the northwest, the chord of which bears, N 70 degrees 22'28" E 159.16 feet;  
thence, N 35 degrees 34'00" E 94.49 feet to the northerly line of said Lot 1;  
thence, S 58 degrees 09'37" E 46.22 feet to the point of beginning.

Except that portion taken for right-of-way purposes

Subject to any easements, covenants or restrictions of record.

