Document Number	AGREEMENT Document Title	
This Permanent Access Easement Agreement (the "Agreement") is entered into by and between **City of La Crosse**, ("Grantor"); and **City of La Crosse**, ("Grantee").		
RECITALS		
A. City of La Crosse, Wisconsin acts as both the Grantor and Grantee of this easement. City of La Crosse owns **Lot 1 (Grantor's Property) of Certified Survey Map Volume #, Page # recorded as Document Number #, La Crosse County, Wisconsin**, included as Exhibit A, which is part of **Tax Parcel Number 17-20260-10**.		Recording Area
		Jim Flottmeyer City of La Crosse 400 La Crosse Street La Crosse, WI 54601 Name & Return Address
		17-20260-10 Parcel Identification Number

B. Grantee, also City of La Crosse, owns Lot 2 of Certified Survey Map Volume #, Page #, recorded as Document Number #, La Crosse County, Wisconsin (Grantee's Property).

C. This easement agreement grants the continued legal right of Grantee to use the easement area for purposes of access to Lot 2.

D. Easement Area. The easement area is legally described as follows:

Part of Lot 1 of Certified Survey Map Volume #, Page #, Document Number #, La Crosse County, Wisconsin,
Commencing at the northeast corner of said Lot 2, said northeast corner also being the point of beginning,
Thence S05°46'21"E, 150 feet;
Thence N84°13'39"E, 25 feet;
Thence N05°46'21"W, 154.27 feet to the south line of Outlot 1 (to be dedicated to the public);
Thence southwest along the south line of Outlot 1 to the point of beginning.

NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Easements

1.1 Access Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Access Easement") over, and upon the property described on the attached and incorporated Certified Survey Map (the "Access Easement Area") solely for access to and from Lot 2.

2. Terms of Easements.

2.1 Access Easement. The Access Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee releases the Access Easement.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any buildings which may cause damage to or interfere with the access to Lot 2 by Grantee.

4. Construction of Improvements.

4.1 Restoration. In the event the surface of any easement area is disturbed by Grantor's or Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities, at the expense of the party which caused the disturbance.

4.2 At some point of time at which the pavement within the easement area has reached the end of its useful life, as mutually agreed upon, and must be reconstructed in order to continue access to Lot 1 and/or Lot 2, the cost of such reconstruction shall be split equally between the owners of Lot 1 and Lot 2.

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of any thing done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

5.5 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

IN WITNESS of this, the undersigned have executed this Agreement as of this _____ day of _____, _____.

Dated this _____ day of _____, _____.

Signature	_____	Signature	_____
Printed Name	_____	Printed Name	_____
Capacity	_____	Capacity	_____

****

STATE OF WISCONSIN
COUNTY OF_____

ON THIS _____ day of _____, 202__, before me, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal. [SEAL]

Signature _____
Print Name _____
My Commission Expires _____

This document drafted by:
Makepeace Engineering LLC
2845 Midwest Drive #103
Onalaska, WI 54650