

**LIMITED PERMANENT
EASEMENT
AGREEMENT**

Document Title

Document Number

Drafted by and Return to:
Steven T. Chesebro, City Attorney City of
Whitewater
312 W. Whitewater St.
P.O. Box 178
Whitewater, WI 53190

/OT 00037

Parcel Identification Number

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LIMITED PERMANENT EASEMENT AGREEMENT

This Limited Permanent Easement Agreement (this "Agreement") is made as of the ____ day of _____, _____, by and between Karen Barbar and Mark Barbar, both residents of Whitewater, Wisconsin ("Grantee," whether one or more), and CITY OF WHITEWATER., a Wisconsin municipal corporation ("Grantor").

RECITALS:

A. Grantor is the owner of certain real property in the City of Whitewater, County of Walworth, State of Wisconsin, legally described on Exhibit A and depicted on Exhibit B attached hereto and made a part hereof (the "Easement Premises").

B. Grantee desires to acquire a temporary construction easement and a limited permanent easement on a portion of the Property for the purposes of creating a wheelchair ramp to access their property (the "Project").

C. Grantor has agreed to grant to Grantee an easement for utility facilities, all subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the agreements herein and other 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, non-exclusive easement (the "Permanent Easement") over, under, and across a strip of land one (1) foot in width along the eastern parcel line of the Property, as shown in Exhibit B attached hereto (the "Permanent Easement Area"). The Permanent Easement shall be used solely for the purpose of accessing, inspecting, maintaining, repairing, and operating the improvements installed as part of the Project.

2. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a temporary, non-exclusive construction easement (the "Temporary Easement") over, and across a strip of land ten (10) feet in width along the eastern parcel line of the Property, as shown in Exhibit B attached hereto (the "Temporary Easement Area"). The Temporary Easement shall be used solely for the purpose of constructing, installing, and completing the Project.

3. **Term of Temporary Easement.** The Temporary Easement shall commence on _____, 20__ and shall automatically terminate on the earlier of: (a) _____, 20__ (not to exceed 6 months from commencement); or (b) the completion of the Project, as evidenced by approval from the Building Inspector. Upon termination, all rights granted under the Temporary Easement shall automatically revert to Grantor without the need for further documentation, except for the Limited Permanent Easement described in Section 1.

4. **Maintenance, Repair and Replacement.** Grantee shall, at Grantee's sole cost and expense, install the Project and be responsible for maintaining the Project in good condition and repair, and in compliance with all ordinances, regulations, and other laws and requirements imposed by any governmental authority having jurisdiction. In exercising its easement rights pursuant to this Agreement, Grantee agrees to give Grantor reasonable advance notice of any entrance onto the Easement Premises except in the event of an emergency. All maintenance shall be done in a manner so as to limit interference with the use of the Easement Premises and the remaining property of Grantor.

5. **Restoration.** After the performance of any construction, maintenance, repair and/or replacement of the Project by Grantee, Grantee shall promptly restore the Easement Premises to the condition in which it existed prior to such construction, maintenance, repair and/or replacement and shall be responsible, at its sole cost, for any surface restoration necessary after the performance of any construction, maintenance, repair and/or replacement of the Project, including restoration of paved and unpaved portions of the Easement Premises.

6. **Landscaping and Vegetation.** No plantings and landscaping are allowed within the Limited Permanent Easement Premises that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Premises without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent regrowth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.

7. **Improvements.** The parties agree that Grantee may construct a wheel chair access ramp within the boundary of the easement as provided for in Exhibit C. The parties agree that no other structures (other than driveways, parking lots, sidewalks, utilities and landscaping improvements) will be erected in the Easement Premises.

8. **Reservation of use by the Grantor.** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Premises consistent with rights herein granted.

9. **Covenants Run with Land.** All of the 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 Grantor and the Grantee and their respective successors and assigns. The party named as the Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Easement Premises 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 Easement Premises.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any legal action or proceeding arising under this Agreement will be brought exclusively in the Circuit courts of Walworth County, Wisconsin.

11. **Non-Use.** Grantee's non-use or limited use of the easement granted in this Agreement shall not prevent Grantee from later use of the easement to the fullest extent authorized in this Agreement.

12. **Entire Agreement.** This Agreement is the entire understanding regarding the subject matter of this Agreement and supersedes all prior oral or written understandings, agreements, and representations between the parties.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which taken together shall constitute one and the same original agreement.

14. **No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the Easement granted under this Agreement to the general public.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties execute the foregoing Public Utility Easement Agreement as of the date and year first above written.

GRANTEE:

City of Whitewater, a Wisconsin municipal corporation

By: _____
Name: John Weidl
Title: City Manager

STATE OF WISCONSIN)
) ss:
COUNTY OF WALWORTH)

Personally came before me this ____ day of _____, 2022, the above-named _____, as City Manager of the City of Whitewater, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing and acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

GRANTOR:

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, the above-named _____, as _____ of _____, to me known to be the persons who executed the foregoing and acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

EASEMENT PREMISES LEGAL DESCRIPTION

Limited Permanent Easement Area shall be defined as:

A strip of land being part of Lots 3 and 4 in Block 4, in the original plat of the Village (Now City) of Whitewater, and described as follows, to-wit: Commencing at the southeast corner of said Block 4; thence northwesterly 276.02 feet along the North line of Main Street, to the place of beginning; thence Northeasertly N10°32'18"E 119.82 feet to the South line of North Street; thence west along said south line one (1) foot; thence Southwesterly S10°32'18"W 119 feet more or less to the North line of Main Street; thence East along said north line one (1) foot to the place of beginning, said strip of land being part of the southwest ¼ of Section 4, in Township 4 North, Range 15 East, in the City of Whitewater, County of Walworth, State of Wisconsin.

Temporary Construction Easement Area shall be defined as:

A strip of land being part of Lots 3 and 4 in Block 4, in the original plat of the Village (Now City) of Whitewater, and described as follows, to-wit: Commencing at the southeast corner of said Block 4; thence northwesterly 276.02 feet along the North line of Main Street, to the place of beginning; thence Northeasertly N10°32'18"E 119.82 feet to the South line of North Street; thence west along said south line ten (10) foot; thence Southwesterly S10°32'18"W 119 feet more or less to the North line of Main Street; thence East along said north line ten (10) foot to the place of beginning, said strip of land being part of the southwest ¼ of Section 4, in Township 4 North, Range 15 East, in the City of Whitewater, County of Walworth, State of Wisconsin.

EXHIBIT B

EASEMENT PREMISES ILLUSTRATION



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