

**Document No.**

**UTILITY AND ACCESS EASEMENT**

**Utility and Access Easement by and between City of West Allis and Cellco  
Partnership d/b/a Verizon Wireless on part of 11515 W. Rogers Street, West Allis,  
WI 53227**

This space is reserved for recording data

City Attorney's Office  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

481-9993-028

Parcel Identification Number (PIN)

**SEE ATTACHMENT**

THIS EASEMENT AGREEMENT (*Agreement*) is granted by the **City of West Allis**, a Wisconsin municipal corporation, having its principal place of business located at 7525 W. Greenfield Avenue, West Allis, Wisconsin 53214 (“Grantor”) and **Cellco Partnership d/b/a Verizon Wireless**, with its principal place of business located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“Grantee”).

#### RECITALS:

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the Property).

B. Grantee has requested that Grantor grant a permanent and nonexclusive easement (the Easement) over that certain portion of the Property as described in the attached and incorporated Exhibit A (the Easement Area) for the purposes of operating, maintaining and repairing the utility lines as may run through the Easement Area.

#### AGREEMENT:

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

1. **Grant of Easement.** Grantor grants to Grantee a perpetual and nonexclusive easement to Grantee and its agents, employees, and contractors to access to the property to continue the existing utility lines that run through the property and to maintain, repair, and/or replace such utility lines.

2. **Repair of Easement Area.** Grantee shall replace soil or pavement disturbed by access to and/or repair, maintenance, or replacement of the utility lines.

3. **No Structures on Property.** Grantee agrees that no buildings or other structures shall be built or maintained on the property. The property shall only be used for parking of motor vehicles or such other use that will not interfere with Grantor’s access to other utilities. In addition, Grantor shall not grant any other easements that interfere with Grantee’s easement or use of the easement area.

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 Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor 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. **Non-Use.** Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.

6. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

7. 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 or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

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 and 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.

This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

IN WITNESS WHEREOF, this Grant of Easement has been executed and delivered as of the day and year first above written.

(SIGNATURES CONTINUE ON NEXT PAGE)

GRANTOR:  
City of West Allis, a Wisconsin municipal  
corporation

By: *Dan Devine*  
Name: Dan Devine  
Title: Mayor  
Date: 7/31/19

Attest: *Rebecca Grill*  
Name: Rebecca Grill  
Title: City Administrator  
Date: 7/31/19

STATE OF WISCONSIN )  
  )SS  
MILWAUKEE COUNTY )

**ACKNOWLEDGEMENT**

On this 31 day of ~~August~~ <sup>July</sup> 2019, before me, personally appeared the above named Dan Devine and Rebecca Grill, to me personally known, who, being by me duly sworn, did say that he/she is the Grantor in the above Easement Agreement and that said instrument was signed by Grantor and he/she acknowledged said instrument to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

\_\_\_\_\_

Sworn to and subscribed before me  
this 31 day of ~~August~~ <sup>JULY</sup> 2019.

*Laura J. Ramsak*  
Notary Public, State of Wisconsin  
My Commission Expires:



GRANTEE:

Cellco Partnership d/b/a Verizon Wireless

By: Dena Ranieri

Name: Dena Ranieri

Title: Sr. Manager - Network RE

Date: 7-30-2020

**ACKNOWLEDGEMENT**

On this 30 day of ~~August 2019~~ July 2020, before me, personally appeared the above named Dena Ranieri, to me personally known, who, being by me duly sworn, did say that he/she is the Grantee in the above Easement Agreement and that said instrument was signed by Grantee and he/she acknowledged said instrument to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

Sharon A. Petruelli

Sworn to and subscribed before me  
this 30 day of ~~August 2019~~ July 2020

Sharon A. Petruelli  
Notary Public

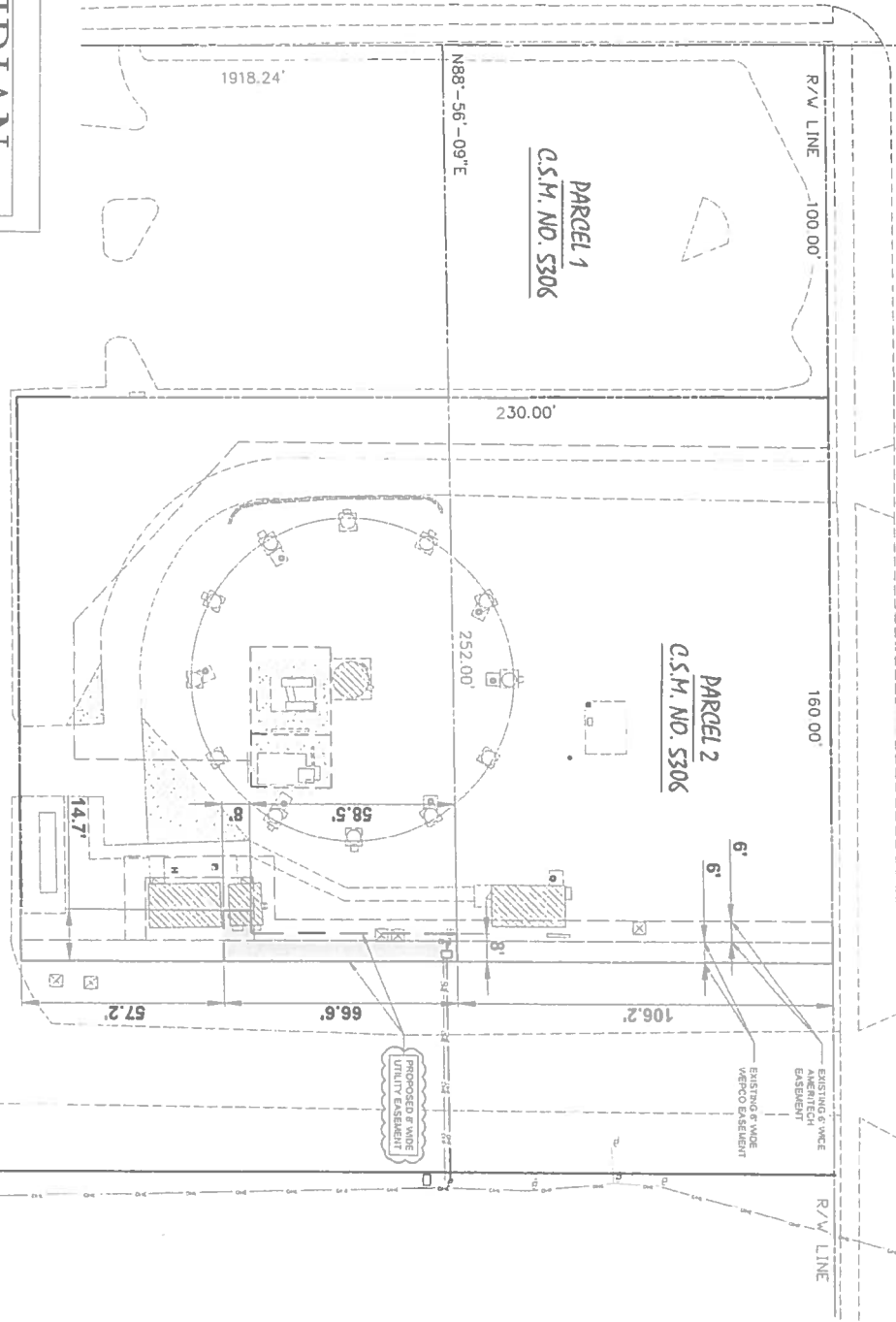
My Commission Expires:  
7-15-21



NOTE TO C  
 G.C. TO HANDLING AREAS AROUND  
 EXISTING UTILITIES TO LOCATE AND AVOID  
 DAMAGING UNDERGROUND UTILITIES

W ROGER STREET  
 (PUBLIC ROADWAY)

S. 116TH STREET



SURVEY PERFORMED BY  
**MERIDIAN SURVEYING, LLC**  
 18774. Fredrick 1 Office: 920-993-0881  
 Wausau, WI 54982 Fax: 920-273-8017  
 BM #1) TOP OF NORTHEAST CORNER OF CONCRETE  
 MONUMENT CENTER MARK  
 ELEVATION: 745.37



1 DIMENSION PLAN  
 SCALE: 1" = 16'

LOT 1  
 G.S.M. NO. 1513

EXHIBIT "A"  
 R.O.W. REQUEST TO PROVIDE SERVICE  
 TO VERIZON BUILDING ON WEST ALLIS  
 WATER TOWER PROPERTY 11515 W.  
 ROGERS ST CITY OF WEST ALLIS MILW  
 COUNTY

REVISIONS		
NO	DESCRIPTION	DATE BY
1	ISSUED FOR REVIEW	10/17/18 DMS
2	REVISED PER DIMENSION PLAN	12/16/18 DMS
3	REVISED PER CITY COMMENTS	01/13/19 DMS

**TERRA**  
 800 BUSINESS CENTER  
 PARK RIDGE, IL 60064  
 PH: 847-496-6480  
 FAX: 847-488-6481

**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS

LOC. # 113278  
 MW  
 WEST ROGERS  
 TOWER  
 11515 W ROGERS ST  
 WEST ALLIS, WI 53227

DESIGNED BY: [ ]  
 CHECKED BY: [ ]  
 DATE: 01/21/18  
 PROJECT #: 128-201

SHEET TITLE: DIMENSION PLAN  
 SHEET NUMBER: LP-1