

Document No.

**EASEMENT
AGREEMENT**

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

481-9993-028

Parcel Identification Number (PIN)

THIS EASEMENT AGREEMENT (*Agreement*) is granted by the City of West Allis (Grantor) to Verizon Wireless Personal Communications LP d/b/a Verizon Wireless (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 sewer lines and such other utilities as the City 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 disturbed by access to and/or repair, maintenance, or replacement of the sewer lines and other utilities but shall have no further duty to repair or restore the property. Replacement of pavement or any other restoration, of any nature, shall be the responsibility of Grantor.

3. No Structures on Property. Grantor 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 Grantee's access to the sewer lines or 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.

Dated: _____

_____ (GRANTOR):

BY: _____

Name

Title

_____ (GRANTEE):

BY: _____

Name

Title

SEP/kp
L:Scott/Agreement Easement